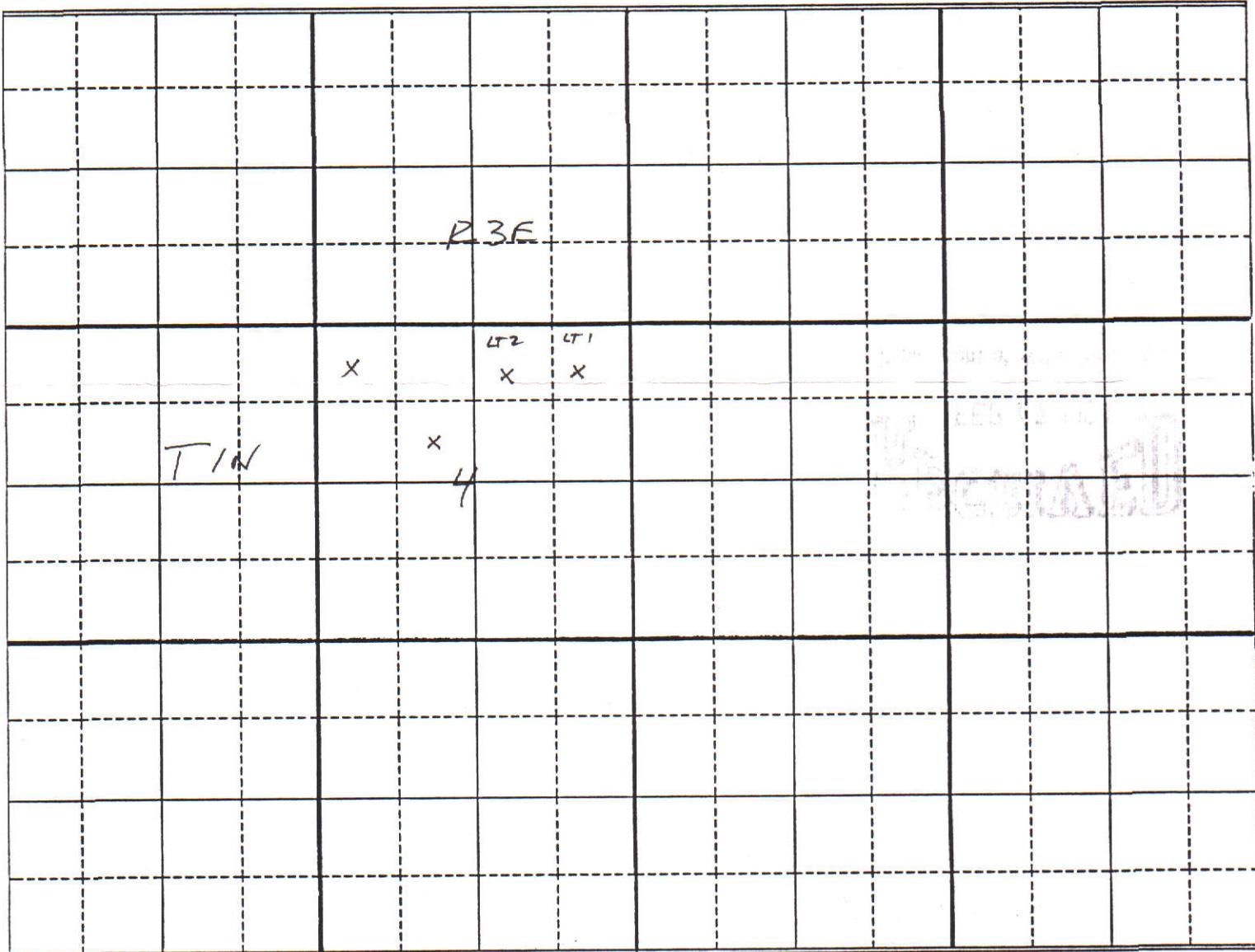


Complete the following map by showing land and point of diversion as proposed by this amendment.
 Show 1/4 1/4, section, township, range and ditches. (the smallest subdivision represents 40 acres)



Scale: 2 inches equal 1 mile

I hereby request approval of this change subject to the fact that no one will be injured by the change, and that the change will be made at my own risk.

Signed this 15 day of Nov., 19 93.

Jean Lyze
 Permit Holder

ACTION OF THE DEPARTMENT OF WATER RESOURCES

Preliminary check by _____ Publication prepared by St Date _____

Published in Ed Stateman Publication dates 1-20 & 27-94

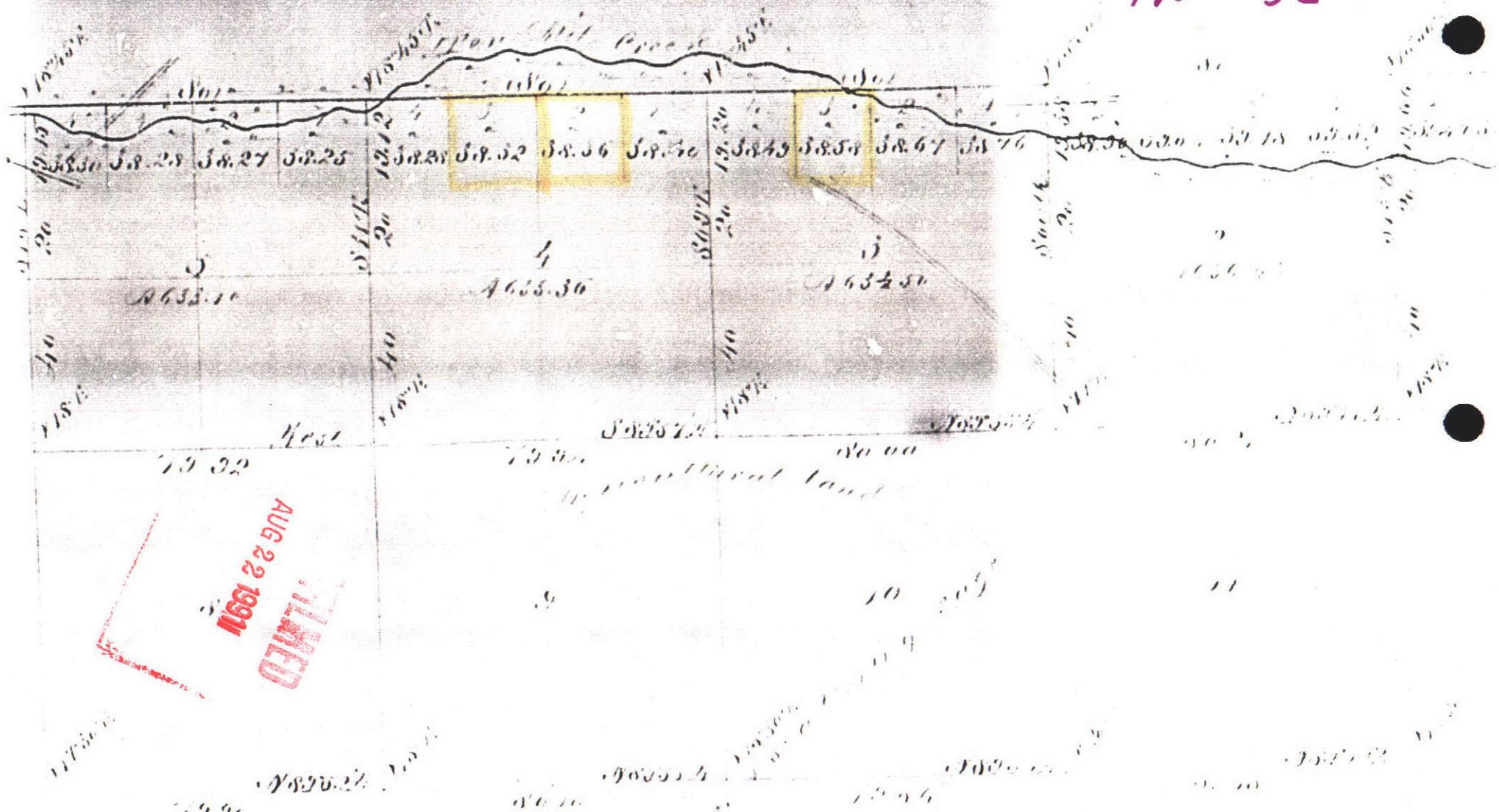
I, L. GLEN SAXTON, of the Department of Water Resources hereby approve the above referenced application for amendment. See the Preliminary Order for the conditions of approval.

APPROVED
JUN 14 1995

Witness my hand this _____ day of _____, 19 _____.

SIGNATURE

No 1 North Range No 3 West Boise Meridian
IN-3E



IV
38.28
248
#223000 '95

III
38.32
247

175
90

V
38.36
247

I
38.40
247
#110000

ALMA R
Fred Bagley & Thos. Eby

Rt of Way Rd
6.1 acres

KARAGIANES, MANUEL T & BETTY
903163
10/21/74
248

247

#131200 '95

Pat. 1914
160
KARAGIANES, MANUEL T & BETTY
903163
10/21/74
248

1.6700R6

Pat. 1916

KARAGIANES, MANUEL T & BETTY
903163
10/21/74
248

#410000

160 a #410000

249
Tom H. Kearnes

246

V. 5970

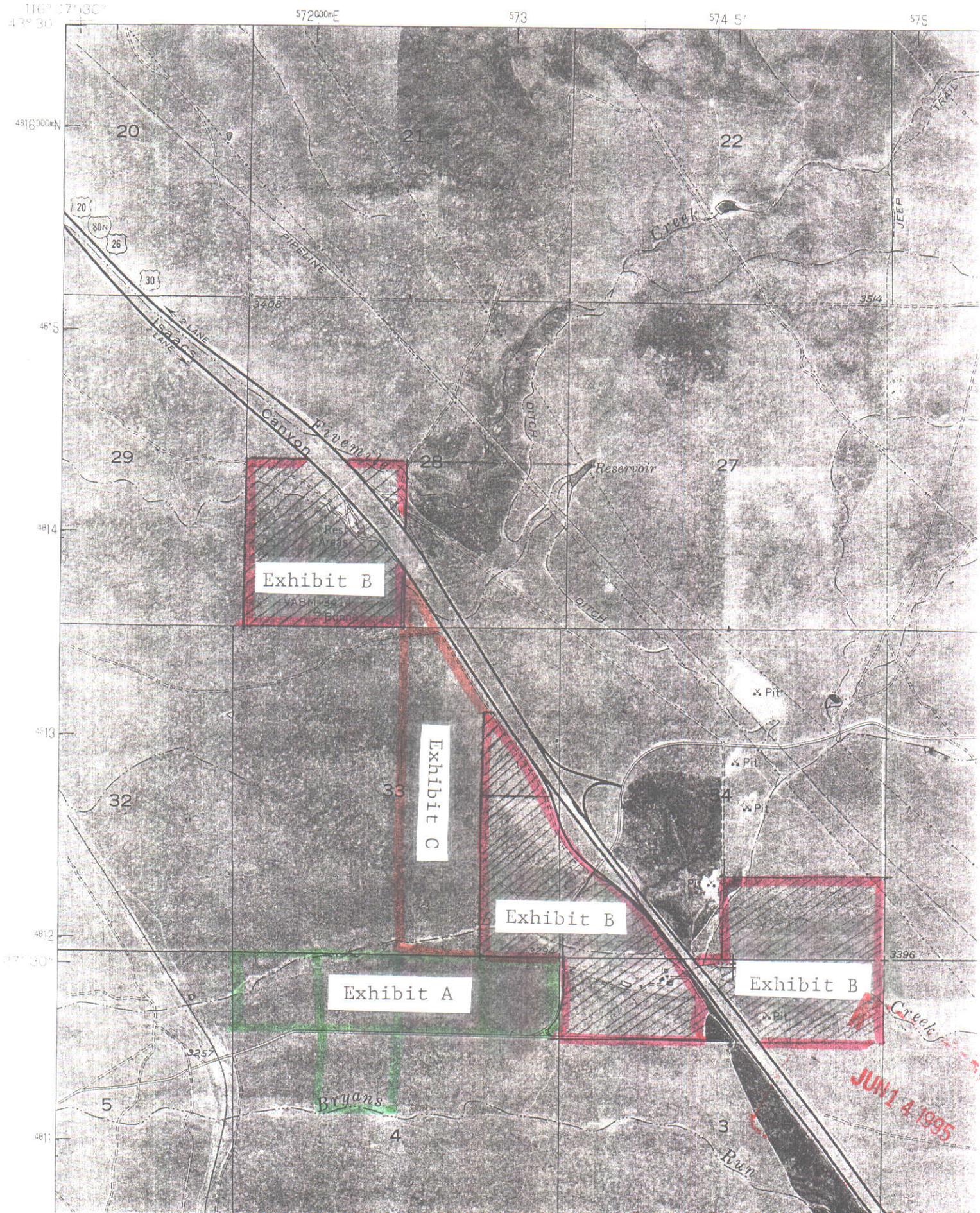
THIS MAP IS FURNISHED AS AN ACCOMMODATION, STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREON.



DEPARTMENT OF WATER RESOURCES

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Exhibits A, B, C





DEPARTMENT OF WATER RESOURCES

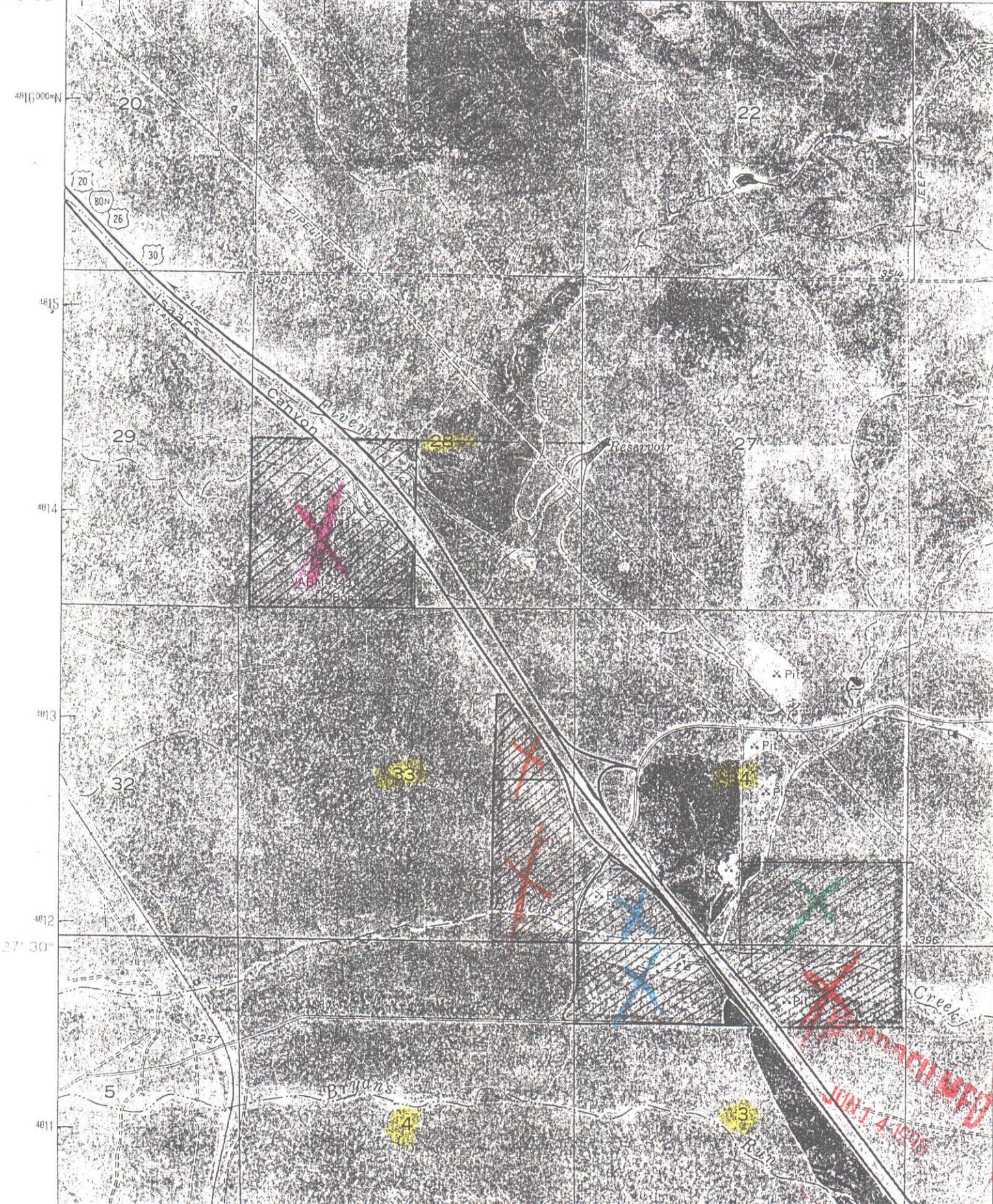
UNITED STATES

DEPARTMENT OF THE INTERIOR

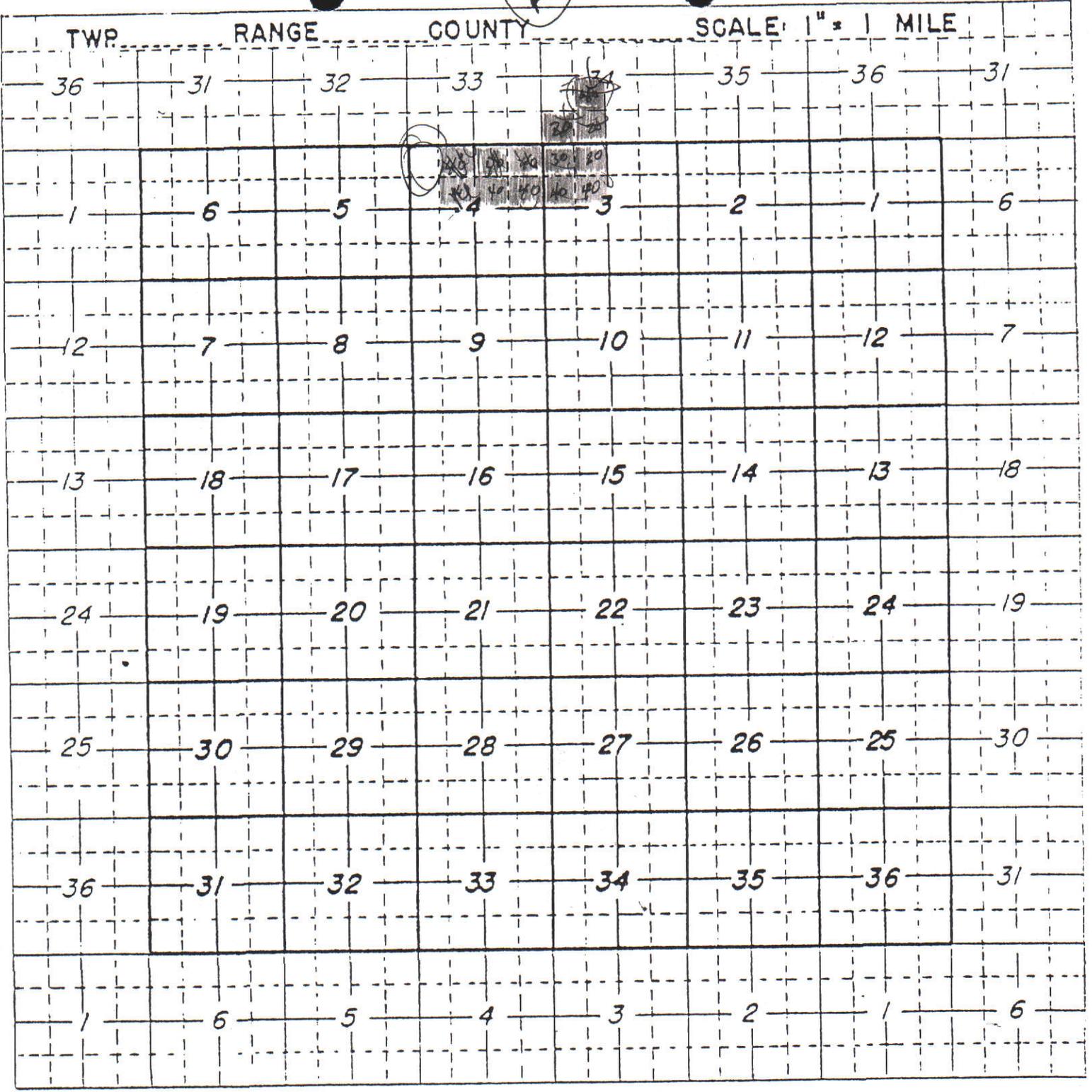
GEOLOGICAL SURVEY

Jon Prigge

118° 07' 30" 43° 30' 572000E 573 574 5' 575



A⁺



Townships N + S
Range E + W

RECORDED
JUN 14 1905

PFM-02 NEW MASTER UPDATE
 Parcel S1904130000 Code Area 52 Type Qty
 Name KARAGIANES MANUEL T & BETTY B 050 275.28
 190 3.00

5/20/91 16:28:00

Value 7121

Buyer (509) 375-1679
 C/O
 Address 519 HOLLY

Bank Code
 Lien Code
 Trust
 L.I.D.
 Bankrupt
 Sub.Code

RICHLAND WA
 99352 - 0000

Last Change : By :

Total 7121

Legal S2NE4 LOT 4 SW4NW4
 N2SW4 SW4SW4
 SEC 4 1N 3E

Part of Permit

Not part of Permit

01N03E040000 1N 3E 04

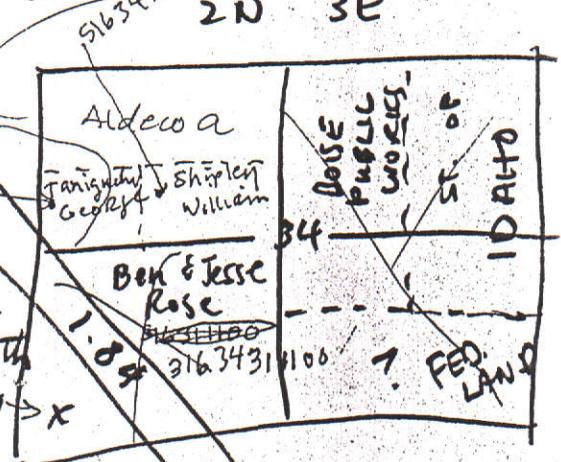
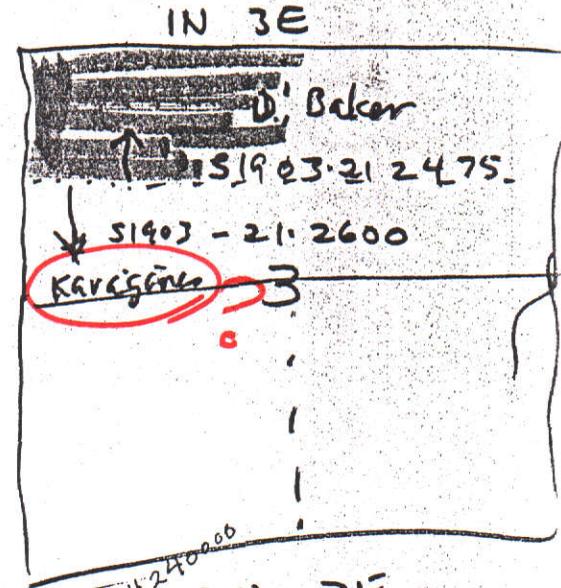
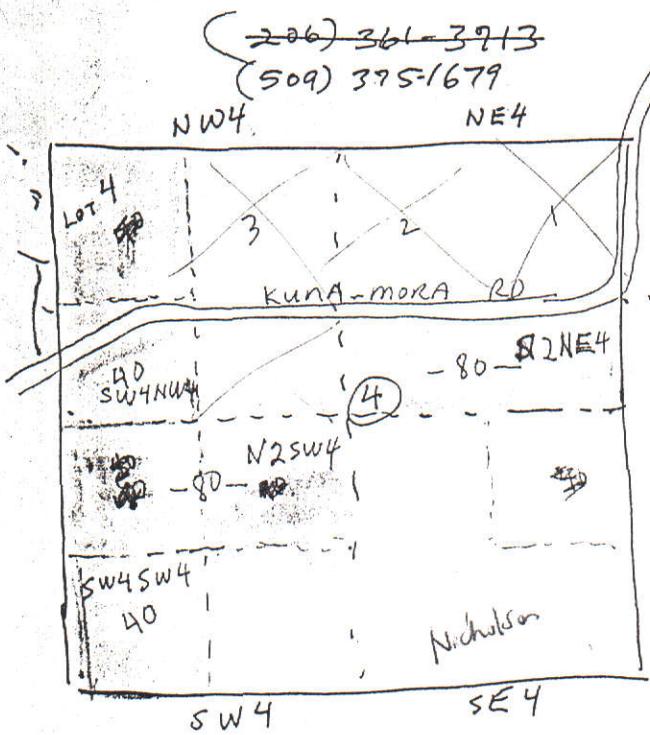
Circuit Breaker
 Hardship

Property Address 00000

Zoning AP-1 ACTIVE D.D.

Type 1 REAL Roll 1 PRIMARY Occ. 0

CF3-Exit CF2-SELECT CF5-Corrected Notice CF6-Letters Data from Master



40
 40
 80
 40
 80

 280 ac

MICROFILMED

JUN 14 1995

Helmide Keith
 5-1634-333100-X

Talked to for
 5/22/91 purchase

BLACKS

INTERSTATE

R

Cone w/ brass
concrete

29

1320
48

28

19

16

97

BLACKS
CREEK
INTERCHANGE

N

1320

R

2640

INTERSTATE 80

APPROXIMATE
SITE OF 3 ACRE
PIT
WITH
BATCH PLANT

MILWAUKEE

JUN 14 1995

BLACKS CREEK

2 TN R3E

33 34

4 3

2640

1/2 MILE

40 acres/57

150 acres

2

REFM-02 NEW MASTER UPDATE 5/20/91 16:27:46
 rcel S1904110000 Code Area 52 Type Qty Value
 Name BAGLEY ALMA P ET AL 180 148.94 22300

Buyer 1777 S. Curtis Rd 376-0121
 C/O
 Address 6922 MCMULLEN

Bank Code
 Lien Code
 Trust
 L.I.D.
 Bankrupt
 Sub.Code

BOISE ID
 83709 - 1956

Last Change : 88/02/17 By : ASR CHILD

Total 22300

Legal LOTS 1 TO 3 INC SE4NW4
 SEC 4 1N 3E

*PURCHASED
 B&J Development Co.*

01N03E040000 1N 3E 04

Circuit Breaker
 Hardship

Property Address 00000

Zoning ~~RP~~ ACTIVE D.D.
 Type 1 REAL Roll 1 PRIMARY Occ. 0

CF3-Exit CF2-SELECT CF5-Corrected Notice CF6-Letters Data from Master

*Freddie Bagley
 Mother & cousin-owners*

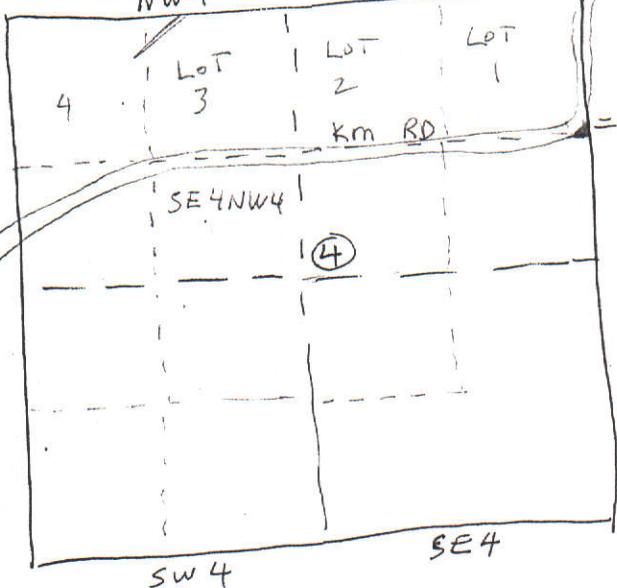
*375-7944
 1-634-5293*

40 one side road

KUNA-MORA RD

3-405 NW4 other side road NE4

AG use only



Zoned RP

*579 Holly St
 Richland WA*

*99352
 JUN 14 1995*

150 ac

03E

575

571000m.E.

572

573

5'

NAMPA 30 MI
BOISE EXIT 7 MI

1815

1814

1813

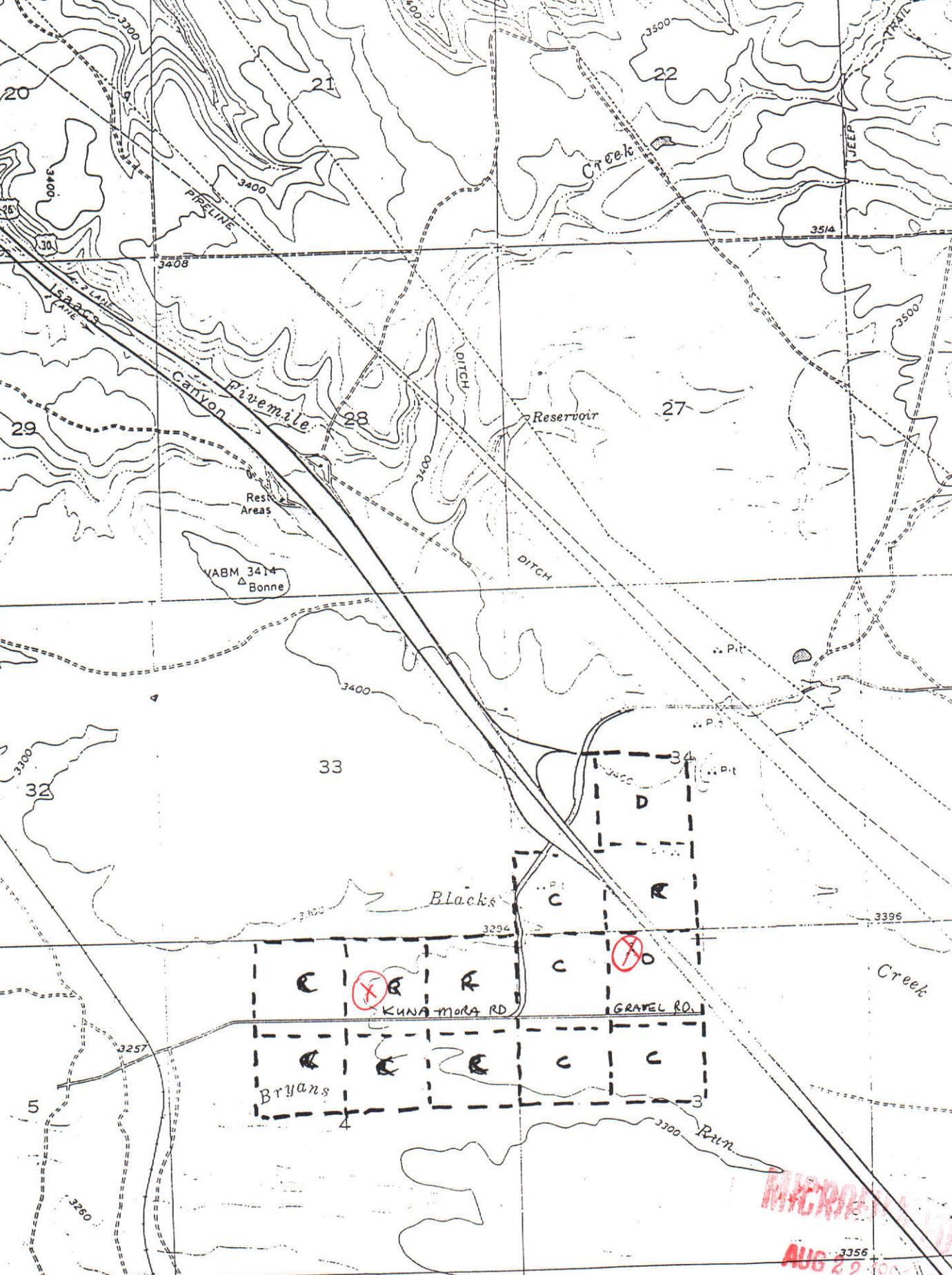
1N

1812

2N

1811

KUNA 16 MI



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME RECEIVED
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT JUN - 5 2002

The Idaho Department of Water Resources will consider this form as a request that the permit holder request additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 63-11540

Name(s) of Permit Holder: Joan Prigge

Mailing Address: P. O. Box 190292 Boise, ID 83719

Date Proof is Due: August 1, 2002 Telephone No. 375-1853

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

See Exhibit A

Costing \$ _____

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

The property and associated water, including the point of diversion
and place of use, was subject to litigation from March 1995 to
January 1998.

Permit holder(s) request an extension to June 17, ~~19~~ 2005.

FEE: \$50.00

Joan Prigge
(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

APPROVED and the time within which to submit proof of beneficial use is extended to August 1, 2004.

Signed this 17th day of June, ~~19~~ 2002.

L. Glen Saxton

L. GLEN SAXTON, Chief
Water Allocation Bureau

EXHIBIT A

Work that has been completed toward the development of this right:

- 1) Preliminary Master Plan has been completed, applicant has met with the land planners to proceed with the Master Plan. Work in progress for submittal of Master Plan PUD to planning and zoning commission.
- 2) A comprehensive plan for the RV park has been initiated.
- 3) Initial submittal to planning and zoning commission for approval of a conditional use permit for RV park, travel plaza and a golf course.
- 4) Additional land has been acquired through purchase contract and letters of commitment, totaling 826 acres.
- 5) A 6-inch well was drilled in 1994 and tested by a professional in July 1996.
- 6) Test holes for soil analyses have been drilled.
- 7) Road was built to the well site (1,100 feet).
- 8) An attorney and architect have been hired to comply with the changes made by the planning and zoning commission in 2000.
- 9) New tenants for the travel plaza have been found.
- 10) As soon as zoning is authorized by the commission, the applicant plans to immediately drill two new wells and install sewer and storage tanks.

Costing = \$310,000 (approximately)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 63-11540
Name(s) of Permit Holder: Joan Prigge
Address: 10712 Crusier Dr City Boise State ID Zip 83709
Telephone No. 375-1853 Date Proof is Due: August 1, 2000

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

① Preliminary Master Plan done. ② Comprehensive Plan started for RV Park
③ Initial submittal to P&Z for approval - Conditional Use for RV Park, Travel Plaza etc
and golf course. ④ Additional land acquired through purchase contract and
letters of commitment Total 826 acres. ⑤ 6" well drilled (1994) and tested by
professional, July 1996. ⑥ Test holes for soil analysis ⑦ Road Costing (Approx) \$319,000
built to well site (400') ⑧ Engineering for water and land development in progress.

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

The land was tied up in litigation from April 1, 1993
through January 25, 1995. Court case No. 97821
FOURTH JUDICIAL DISTRICT, COUNTY OF ADA
Judication was taking place for over 21 months.

Permit holder(s) request an extension to August 1, 2002.

Joan Prigge
(Signature)*
*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be
APPROVED and the time within which to submit proof of beneficial use
is extended to August 1, 2002.

Signed this 10th day of July, 2000

L. Glen Saxton
L. Glen Saxton, Chief
Water Allocation Bureau

RECEIVED
JUL 12 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

REQUEST FOR EXTENSION OF TIME
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 63-11540

Name(s) of Permit Holder: Jean Prigge

Mailing Address: 1516 N. Vineyards, Meridian, Id. 83642

Date Proof is Due: 8-1-96 Telephone No. 888-1904

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

drilled well in 94 -63-94-W-0371-000.
drilled to 735 feet.

Costing \$ 300,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

land in question is involved in litigation.
Case # 97821. Possible need to further
develop the well.

Permit holder(s) request an extension to August 1, 2001.

FEE: \$50.00

(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof is extended to August 1, 2000.

AUG 09 1996

Signed this 12th day of July, 19 96

J. Glen Saylor
Chief, Water Allocation Bureau

6. In April, the department received a copy of a Warranty Deed showing permit holder's ownership of Lot 4 (38.38 acres), S4, T1N, R3E, B.M., Ada County.

7. The department has received documentation showing possessory interest for only a portion of the land identified on the permit.

CONCLUSIONS OF LAW

1. Section 42-211, Idaho Code, states:

". . . upon receipt of (application for amendment) it shall be the duty of the department of water resources to examine the same . . ."

"The director . . . may grant the amendment in whole or in part or upon conditions . . ."

2. The permit holder has not shown possessory interest or ownership in all of the land identified on the permit, therefore, the department should only partially approve the application for amendment of permit listing lands owned by the permit holder.

ORDER

IT IS HEREBY ORDERED That the application for amendment of Permit No. 63-11540 is **PARTIALLY APPROVED** for irrigation of 323.5 acres located as follows:

Lot 3 (NENW) - 20.0 acres - S3, T1N, R3E
Lot 4 (NWNW) - 30.0 acres - S3, T1N, R3E
Lot 1 (NENE) - 38.4 acres - S4, T1N, R3E
Lot 2 (NWNE) - 38.4 acres - S4, T1N, R3E
Lot 3 (NENW) - 38.3 acres - S4, T1N, R3E
Lot 4 (NWNW) - 38.3 acres - S4, T1N, R3E
 SENW - 40.0 acres - S4, T1N, R3E
 NESW - 40.0 acres - S34, T2N, R3E
 SWSW - 20.0 acres - S34, T2N, R3E
 SESW - 20.0 acres - S34, T2N, R3E

IT IS FURTHER ORDERED That the rate of diversion for this permit be reduced from 8.26 cfs to 6.57 cfs.

Dated this 8th day of June, 1995.


L. GLEN SAXTON, Chief
Water Allocation Bureau

JUN 14 1995

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDMENT OF PERMIT
WATER RIGHT NO. 63-11540

This is to certify, that JOAN PRIGGE
1516 N VINEARDS
MERIDIAN ID 83642

has requested an amendment of the above captioned permit. This amendment is authorized, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	03/15 to 11/15	6.47 CFS
COMMERCIAL	01/01 to 12/31	0.06 CFS
DOMESTIC	01/01 to 12/31	0.04 CFS
Totals		6.57 CFS

SOURCE:
GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION: Lot 1(NENE), Sec. 4, Township 01N, Range 03E
Lot 2(NWNE), Sec. 4, Township 01N, Range 03E
Lot 4(NWNW), Sec. 4, Township 01N, Range 03E
SENEW, Sec. 4, Township 01N, Range 03E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
01N	03E	3	Lot 3(NENW) 20	Lot 4(NWNW) 30		50
		4	Lot 1(NENE) 38.4	Lot 2(NWNE) 38.4	Lot 3(NENW) 38.4	193.5
			Lot 4(NWNW) 38.3	SENEW 40		323.5
02N	03E	34	NESW 40	SWSW 20	SESW 20	80
Total number of acres irrigated:						323.5

PLACE OF USE:
COMMERCIAL, same as IRRIGATION use

PLACE OF USE:
DOMESTIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. Prior to the diversion of water under this right a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

JUN 14 1995

WATER RIGHT NO. 63-11540

CONDITIONS/REMARKS:

- 2. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- 3. The rate of diversion of water for irrigation under this right and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- 4. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
- 5. Construction of the well must comply with Idaho well construction standards.
- 6. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
- 7. The issuance of this right in no way grants any right-of-way or easement across the land of another.
- 8. Domestic use is for 2 homes.
- 9. Commercial use is for 100 unit recreational vehicle park with related facilities, restaurant and grocery.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
 Witness the seal and signature of the Director, affixed at Boise, this 8th
 day of June, 1995.

[Handwritten Signature]
 Chief, Water Allocation Bureau

JUN 4 1995

RECEIVED

NOV 17 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER RESOURCES
WESTERN REGION

APPLICATION FOR AMENDMENT OF A PERMIT

Applicant Joan Prigge Phone 323-0618
Address 10521 Lake Hazel Rd Boise ID 83709

I am the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 63-11540, and request that the permit and permit map be amended and/or changed as follows:

Purpose of Amendment: Change point of diversion Add point of diversion
 Change place of use Change nature of use Change period of use Other

1. Point of diversion: (Lot 1) 1/4 NE 1/4 NE 1/4, Section 4, Township 1N, Range 3E, B.M.,
County of Ada. Other points of diversion LT 2 (NW 1/4 NE 1/4), SE 1/4 NW 1/4, (NW 1/4 NW 1/4) Sec 4,
T 1N R 3E. (Total 4 points)

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.) No change
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)

3. Place of use or land to be irrigated: No change

T w p	R g e	S e c	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS	
			NE	NW	SW	SE														

RECEIVED
FEB 17 1994
Department of Water Resources

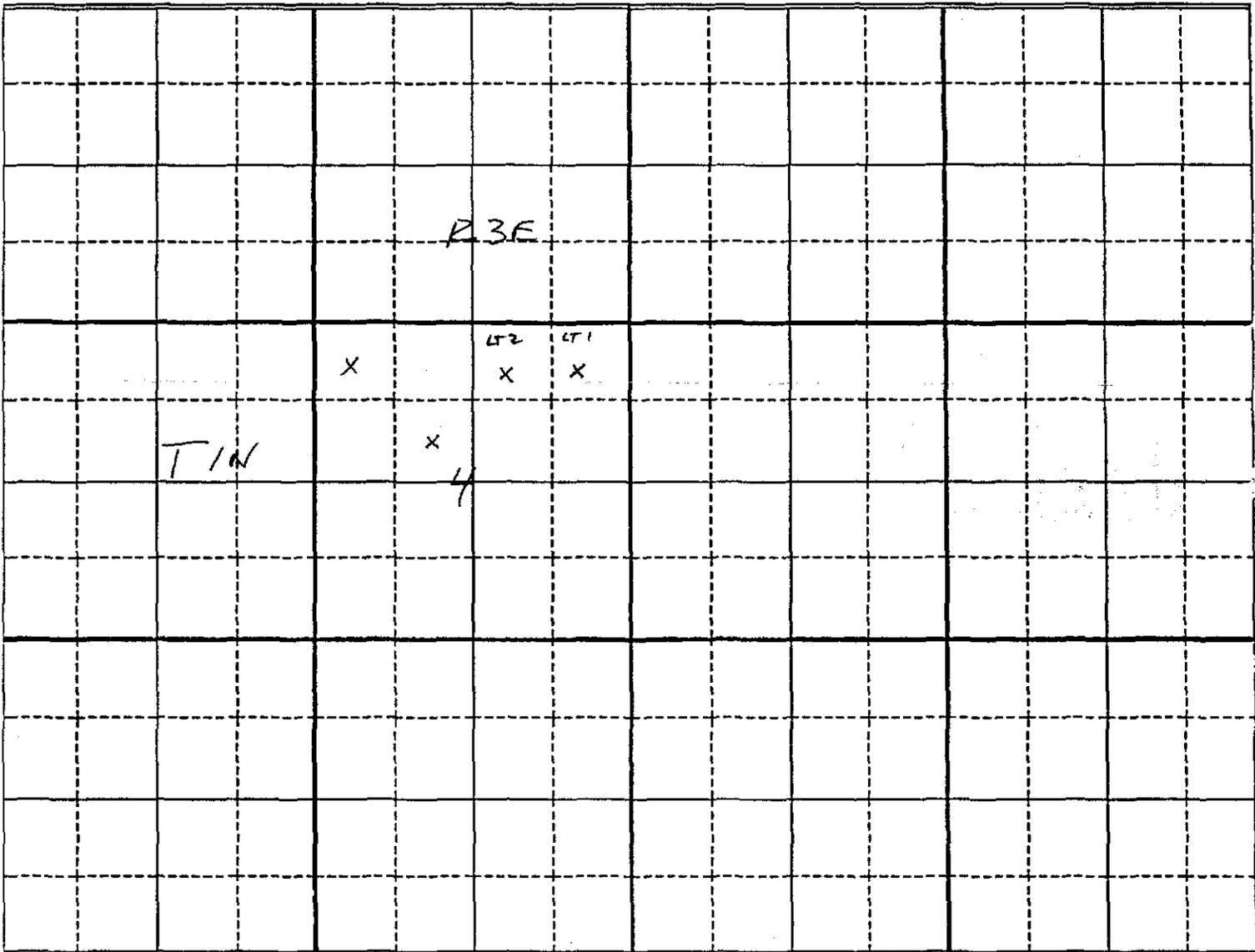
Total number of acres to be irrigated = _____

4. a. Who owns the property at the point of diversion? Applicant
b. Who owns the land to be irrigated at the place of use? Applicant
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

JUN 14 1995

33 add 11
Pld's
added
1/6/94

Complete the following map by showing land and point of diversion as proposed by this amendment.
 Show 1/4 1/4, section, township, range and ditches. (the smallest subdivision represents 40 acres)



Scale: 2 inches equal 1 mile

I hereby request approval of this change subject to the fact that no one will be injured by the change, and that the change will be made at my own risk.

Signed this 15 day of Nov., 19 93.

Jean Ryge
 Permit Holder

ACTION OF THE DEPARTMENT OF WATER RESOURCES

Preliminary check by _____ Publication prepared by ST Date _____
 Published in Ed Stetman Publication dates 1-20 + 27-99

I, L. GLEN SAXTON, of the Department of Water Resources hereby approve the above referenced application for amendment. See the Preliminary Order for the conditions of approval.

JUN 14 1995

Witness my hand this _____ day of _____, 19 _____

SIGNATURE

Permit To Appropriate Water

NO. 63-11540

CONDITIONS/REMARKS:

- 5. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- 6. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- 7. Domestic use is for 2 homes.
- 8. Commercial use is for 100 unit recreational vehicle park with related facilities, restaurant and grocery.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this

2nd day of August, 1991.

R. Keith Higginson
 for R. Keith Higginson, Director

AUG 22 1991

9. Place of Use: IRRIGATION

TWN	RGE	SEC	ACRES	ACRES	ACRES	TOTAL
01N	03E	3	LOT 3 (NENW) 20	LOT 4 (NWNW) 30	SWNW 40	130
			SENE 40			
		4	LOT 1 (NENE) 40	LOT 2 (NWNE) 40	SWNE 40	240
			SENE 40	LOT 3 (NENW) 40	SENE 40	
02N	03E	34	NESW 40	SWSW 20	SESW 20	80

Total number of acres irrigated: 450

Place of Use: COMMERCIAL, same as IRRIGATION use

Place of Use: DOMESTIC

TWN	RGE	SEC
01N	03E	3 LOT 3 (NENW)
02N	03E	34 NESW

10. Describe any other water rights used for the same purposes.
NONE

- 11. a. Who owns the property at the point of diversion?
APPLICANT
- b. Who owns the land to be irrigated or place of use?
APPLICANT
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing.

12. Remarks:
Domestic use for 2 homes, Commercial use for 100 unit RV park with related facilities, restaurant and grocery.

13. Map of proposed point of diversion and place of use attached? []

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Applicant

Received by JFW Date 5/28/91 Time 10AM Preliminary check by LW 5/31/91

Fee \$ 205 Received by JFW # W013351 Date 5/28/91

Publication prepared by _____ Date _____ Published in AUG 22 1991

Publication approved _____ Date 7-8-91

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name: JOAN PRIGGE 208-323-9053
Address: P.O. BOX 45118
BOISE, ID 83711

2. Source: GROUNDWATER Trib. to:
3. Location of Point of Diversion: LOT 3 (NENW), Sec. 3, Township 01N, Range 03E
LOT 2 (NWNE), Sec. 4, Township 01N, Range 03E
NESW Sec. 34, Township 02N, Range 03E
ADA County

4. Water will be used for the following purposes:

Purpose	From	To	CFS	(or)	AF
IRRIGATION	03/15	11/15	8.200		
COMMERCIAL	01/01	12/31	0.060		
DOMESTIC	01/01	12/31	0.040		

5. Total quantity to be appropriated is:
8.260 CFS (and/or) AF

- 6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc.
DRILLED WELL, PRESSURE SYSTEM
 - b. Height of storage dam feet; active reservoir capacity
acre-feet; total reservoir capacity acre-feet; period of
year when water will be diverted to storage: to inclusive.
 - c. Proposed well diameter is 12 inches; proposed depth of well is 1000
feet.
 - d. Is groundwater with a temperature greater than 90F being sought? NO

7. Time required for the completion of the works and application of
the water to the proposed beneficial use is 5 years.

8. Description of proposed uses:

AUG 22 1991

Revised copy - signed original attached. LW 5/31/91

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant JOAN PRIGGE Phone 3239053

Post office address P.O. Box 45118, Boise 83711

2. Source of water supply GROUND WATER which is a tributary of BOISE RIVER
34: NE-SW; 3: NE-NW 4: NW-NE

* 3. Location of point of diversion is 3,4 ^{1N} ^{3E} $\frac{1}{4}$ of 3E $\frac{1}{4}$ of 3E $\frac{1}{4}$ of 3E Govt. Lot 1-3
Sec. 34, 4, 3 Township 2N Range 3E B.M. ADA County; additional
points of diversion if any: 3 wells

4. Water will be used for the following purposes:

Amount .06 for Commercial Recreation purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount 8.20 for IRRIGATION purposes from 3/15 to 11/15 (both dates inclusive)
(cfs or acre-feet per annum)

Amount .04 for Domestic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 8.26 cubic feet per second and/or (b) _____ acre feet per annum

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. _____

Drilled well with pressure system

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.

c. Proposed well diameter is 10-12" inches; proposed depth of well is 1,000 feet.

d. Is ground water with a temperature of greater than 90°F being sought? NO

7. Time required for the completion of the works and application of the water to the proposed beneficial use is

5 years (minimum 1 year).

* confirmed with maps. lw 5/31/91

APR 22 1991

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. N/A
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality. N/A
- d. Domestic; show number of households. 2
- e. Other; describe fully. 100 SPACE RV PARK, LAUNDRY & SHOWER FACILITIES, RESTAURANT, STOPS WITH DISPLAYS, STORE - GROCERY, GOLF COURSE, PASTURE

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
2N	3E	34									40		C	R					
											40		20	20					80
1N 2N	3E	4	41 R C	42 R C	43 R C	44 R C													240
1N 2N	3E	3					43 D	C	C	C									130 410
							43	44											

Total number of acres to be irrigated 410
450

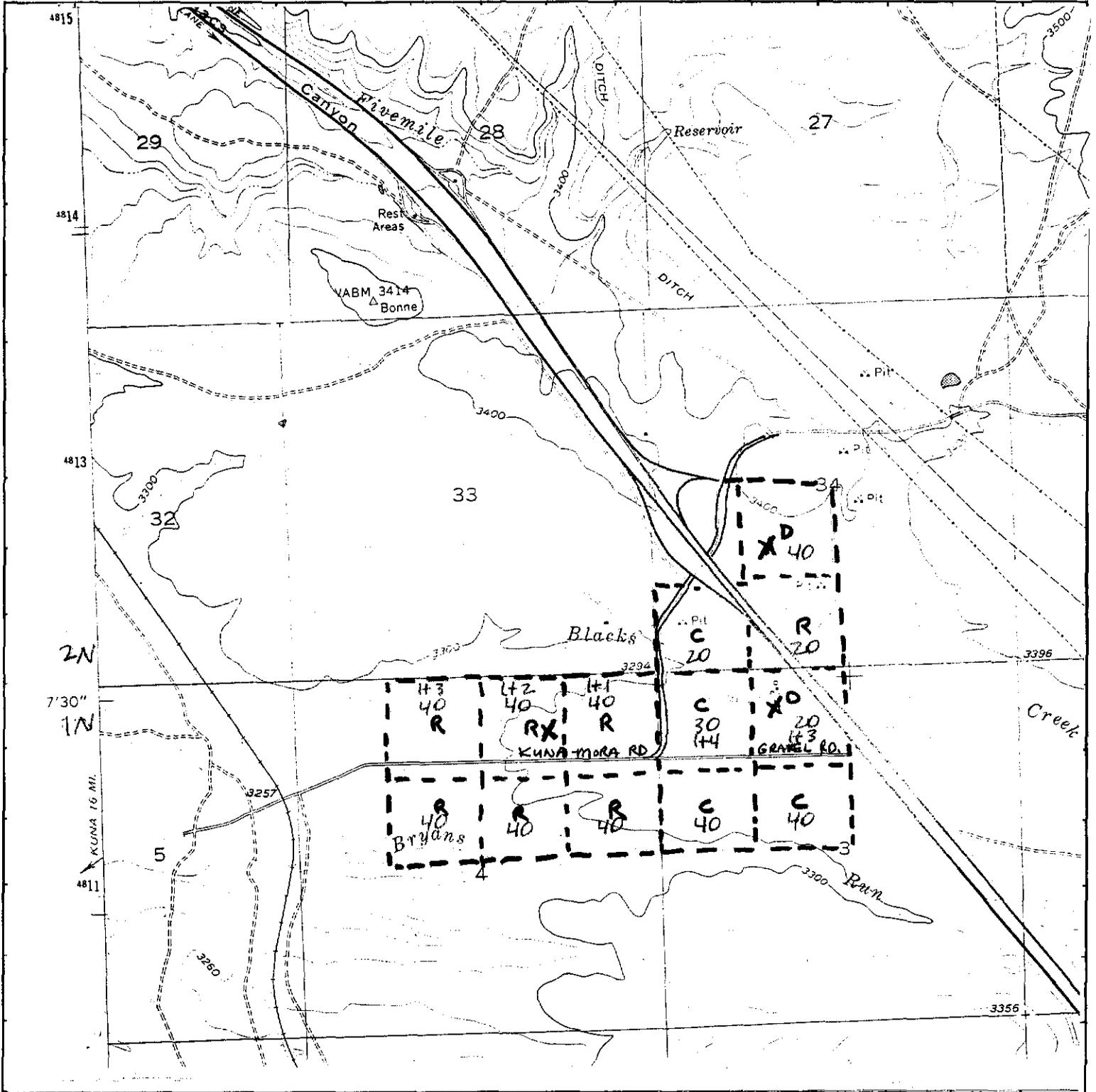
10. Describe any other water rights used for the same purposes as described above. NONE

- 11. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or place of use? Applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

12. Remarks: _____

* confirmed legal with maps. Applicant error on acre addition. See attached revised app. LW 5731/91

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Joan Rizzo
 (Applicant)
Paula Jansini

Received by JFW Date 5/28/91 Time 10:00 Am Preliminary check by W 5/31/91
Fee \$ 205⁰⁰ Received by JFW # W013351 Date 5/28/91
Publication prepared by GG Date 6/12/91 Published in ID Statesman
6/20 & 6/26/91
Publication approved _____ Date _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

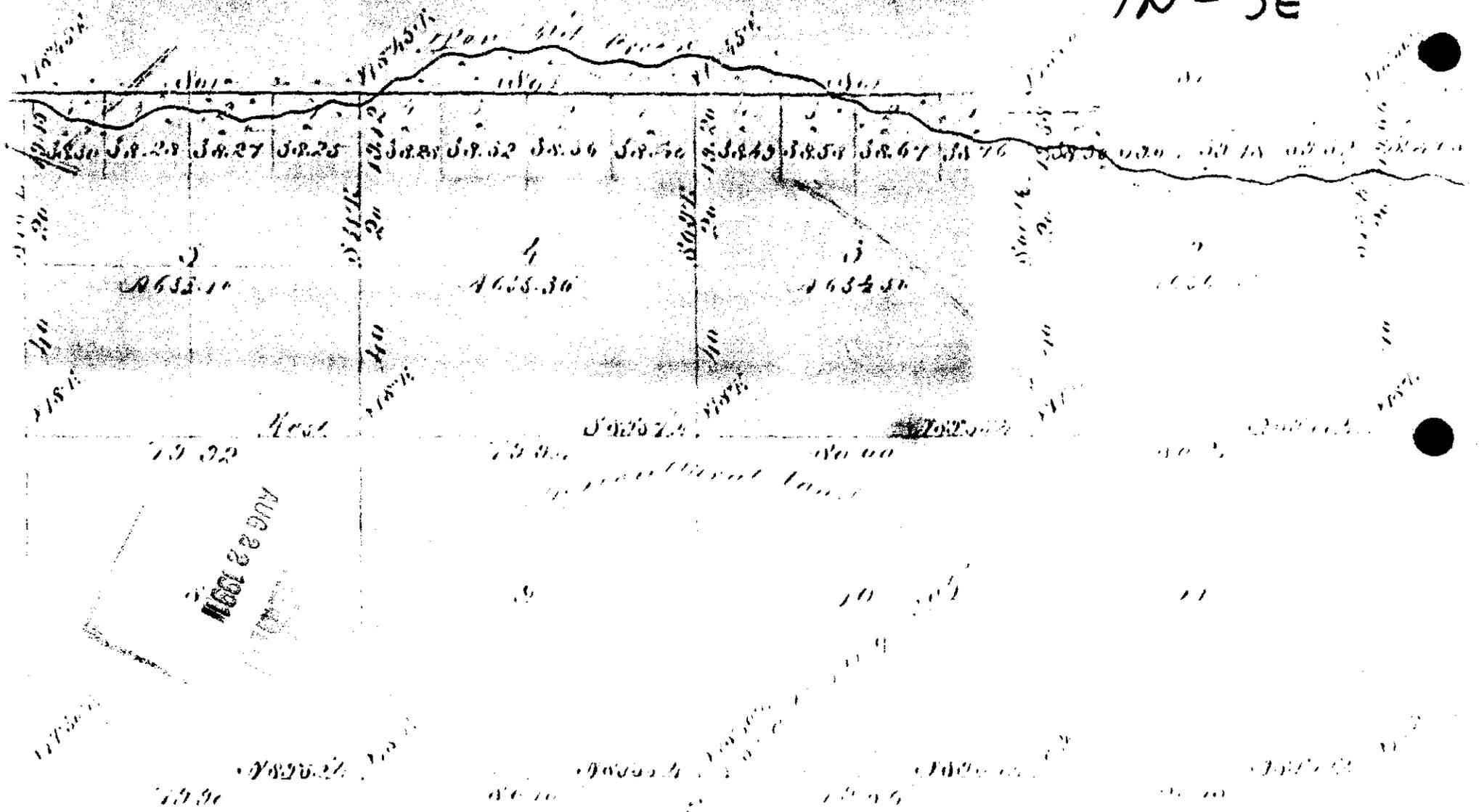
This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:
 - a. SUBJECT TO ALL PRIOR WATER RIGHTS.
 - b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 _____.
 - c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
 - d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.
 - e. Other:

[Handwritten mark]

AUG 22 1991

No. 1 North Range West Boise Territorial
IN-3E



RECEIVED

JUL 1 1991

The Idaho Statesman

P.O. BOX 40, BOISE, IDAHO 83707

LEGAL ADVERTISING INVOICE

Amount Due

114.24

Department of Water Resources

Account Number: 47628, Identification: Notice of Application for Water Right, Ordered By: Gail Garrett, Run Dates: June 20, 27, 1991, Legal Number: 8712

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

63-11529 DUNTEN PLACE SUBDIVISION 2304 N. COLE RD. SUITE A BOISE, ID 83704 Source: GROUNDWATER Diversion Pt: SESWSW Sec 1 T 03N R 01W Use: IRRIGATION (.600 CFS) Total Diversion: (.600 CFS) Date Filed: 5/13/1991 In: T03N R01W S01 SWSW 8.0 ACRES TOTAL

63-11539 WATKINS, ARTHUR DONALD 8828 CLOVIS DR. BOISE, ID 83709 Source: GROUNDWATER Diversion Pt: NENE Sec 9 T 05N R 01W Use: STOCKWATER (.140 CFS) DOMESTIC (.040 CFS) Total Diversion: (.180 CFS) Date Filed: 5/31/1991 In: T05N R01W S03 SESE S09 NENE

63-11540 PRIGGE, JOAN P.O. BOX 45118 BOISE, ID 83711 Source: GROUNDWATER Diversion Pt: LOT 3 (NENW Sec 3 T 01N R 03E LOT 2 (NWNE) Sec 4 T 01N R 03E NESW Sec 34 T 02N R 03E Use: COMMERCIAL (.060 CFS) DOMESTIC (.040 CFS) IRRIGATION (8.200 CFS) Total Diversion: (8.260 CFS) Date Filed: 5/28/1991 In: T01N R03E S03 Lot 3 (NENW) Lot 4 (NWNW) SWNW SENW S04 Lot 1 (NENE) Lot 2 (NWNE) SWNE SENE Lot 3 (NENW) SENW T02N R03E S34 (NESW SWSW SESW 450.0 ACRES TOTAL

63-11541 BOISE WATER CORP. &/OR LES BOIS INVITATIONAL SOC-CER INC. P.O. BOX 7488 BOISE, ID 83707 Source: GROUNDWATER Diversion Pt: LOT 1 (NENE) Sec 6 T 02N R 03E Use: IRRIGATION (1.450 CFS) MUNICIPAL (1.450 CFS) Total Diversion: (2.900 CFS) Date Filed: 5/31/1991 In: T03N R03E S31 NESW Lot 3 NWSW Lot 4 (SWSW) SESW 110.0 ACRES TOTAL

63-11542 STATE OF IDAHO DEPT. OF FISH & GAME P.O. BOX 25 BOISE, ID 83720 Source: GROUNDWATER Diversion Pt: LOT 4 (NENW) Sec 14 T 03N R 02E Use: IRRIGATION (.200 CFS) Total Diversion: (.200 CFS) Date Filed: 6/4/1991 In: T03N R02E S14 Lot 4 (NENW) 3.0 ACRES TOTAL

63-11546 CROMAN CORPORATION 1625 YAMHILL RD. BOISE, ID 83705 Source: GROUNDWATER Diversion Pt: SWSE Sec 36 T 03N R 02E Use: COMMERCIAL (1.000 CFS) Total Diversion: (1.000 CFS) Date Filed: 5/30/1991 In: T03N R02E S36 SWSE

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before JULY 8, 1991. R. KEITH HIGGINSON, Director Pub. Jun. 20, 27, 1991 8712

Jill Roberts, being duly

sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto; that said notice was published in The Idaho Statesman in conformity with Section 60-108, Idaho Code as amended, for two

consecutive weekly consecutive daily single odd skip

insertion(s) beginning with the issue of June 20, 1991

and ending with the issue of June 27, 1991

Jill Roberts

STATE OF IDAHO)

ss.

COUNTY OF ADA)

On this 27th day of June in the year of 1991, before me, a Notary Public, personally appeared Jill Roberts

known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

[Signature]

Notary Public for Idaho

Boise, ID

Residing at

My commission expires: 12/93

AUG 22 1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 31, 2002

JOAN PRIGGE
10712 CRUSER DR
BOISE, ID 83709

PROOF DUE NOTICE

RE: PERMIT NO. 63-11540

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before August 01, 2002. (See last page of your approval permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a completed field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Deborah J. Gibson', written in dark ink.

Deborah J. Gibson, Admin. Assistant
Water Allocation Bureau

Enclosures

CERTIFIED MAIL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

1 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098



7099 3220 0005 5178 3908

Return Service Requested

RECEIVED
JUN 26 2002

Department of Water Resources



63

JUN 11 2002

JUN 21 2002

83705-0205





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 18, 2002

JOAN PRIGGE
PO BOX 190292
BOISE ID 83719

RE: Permit No. 63-11540

Dear Permit Holder:

Enclosed is a copy of the approved request for extension of time submitted in connection with the above referenced permit. This order extends the time within which to submit proof of beneficial use to **August 1, 2004**, due to delay of development caused by litigation. Please note that the department has granted the extension based on the actual time litigation was pending during the last development period, according to Section 42-204(1), Idaho Code. It is important that you work diligently toward the completion of the development, since the department **may not** be able to grant additional extensions in connection with this permit.

Section 42-248, Idaho Code, requires you or the owner of the water rights to maintain current ownership and address records on file with the department. Please contact any office of the department for the proper form to file a change of ownership of a water right and/or a change in the address of the owner.

Please contact me at (208)327-7953, if you have any questions regarding this matter.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Enclosure

c: IDWR - Regional Office

ANALYSIS SHEET FOR EXTENSION OF TIME

Permit No.: 63-11540

Reviewed By: dgibson

Date: June 10, 2002

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Request received timely?	X		Is delay by a government agency?		X
Appropriate fee	X		Is supporting documentation needed to support the file?		
Additional Amount Due:					
Receipt No.:		C036095, C049592	Has the permit been involved in litigation?	X	
Name and signature same as permit?	X		Is supporting documentation needed to support the file?		X
Is address same as permit?		X	Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?		X
Has adequate work been completed to demonstrate due diligence?		X			

Priority Calculation

Extension request received	06/05/2002	New proof due date	08/01/2004
Date proof due	- 08/01/2002		
Lapse notice sent	-		
No. of days late	= 0		
Holiday allowance	+		
Priority date	+ 05/28/1991		
New priority date	= 05/28/1991		

Action Taken

Update address. Acknowledge request for extension and extend proof deadline to 8/1/2004.

*John A. Rosholt
Albert P. Barker
John K. Simpson
Amy D. Chestnut
Travis L. Thompson*

*Norman M. Semanko
Of Counsel*



Travis L. Thompson
tltp@idahowaters.com

205 N. Tenth St., Suite 520
Post Office Box 2139
Boise, ID 83701-2139
(208) 336-0700 telephone
(208) 344-6034 facsimile
brs@idahowaters.com

233 Second Street North, Suite D
Twin Falls, ID 83301
(208) 733-0700 telephone
(208) 735-2444 facsimile

RECEIVED

JUN - 5 2002

Department of Water Resources

Mr. Glen Saxton
Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

**RE: Request for Extension of Time to Submit Proof of Beneficial Use:
Permit No. 63-11540**

Dear Mr. Saxton:

Please find enclosed a Request for Extension of Time form submitted by our client Joan Prigge for water right permit no. 63-11540. Although Ms. Prigge has continued to work diligently on developing the water right permit, she was prevented from proceeding with the work for a number of years due to litigation from 1995 to 1998. This subject litigation is separate and distinct from the litigation during 1993 to 1995 (Case no. 97821) for which a previous extension was granted. See Deborah Drew Ellis' July 10, 2000 letter enclosed.

As you know, Idaho Code § 42-204(1) provides for the Department to grant an extension where litigation that might bring title to the water into question prevents the applicant from proceeding with the development of the permit. In 1993, Ms. Prigge hired Pete Cope Drilling Co., Inc. to drill one of the wells for purposes of diverting water under the water right permit. The drilling of the well took longer than expected, which subsequently affected the funding to have the development, including the drilling of additional wells, completed. After a screen on the first well collapsed, a second well was drilled in June of 1994. Thereafter on September 7, 1994, Pete Cope Drilling Co., Inc. filed a mechanic's lien on the property. This lien covered the point of diversion and the place of use under the permit. The drilling company later filed suit in district court for the fourth judicial district on March 6, 1995 and served Ms. Prigge on April 14, 1995 (Case No. CV-OC-9500980D). The complaint was not dismissed until January 21, 1998.

Since title to all 200 acres and the associated water was clouded during these three years, Ms. Prigge was prevented from proceeding with the development of the water right permit. I

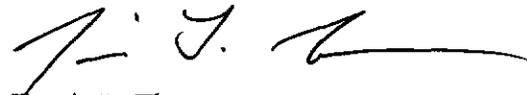
Mr. Glen Saxton
June 4, 2002
Page – 2

have included a copy of the complaint and the dismissal with prejudice for your review. I have also included a copy of Commitment for Title Insurance from Alliance Title & Escrow Corp., which indicates the lien filed by the drilling company (see page 2 and 3).

For these reasons my client respectfully requests an extension equal to the period of litigation (March 6, 1995 to January 21, 1998), or until June 17, 2005, in order to file proof of beneficial use for water right permit no. 63-11540. Please contact me if you have any questions.

Sincerely,

BARKER ROSHOLT & SIMPSON LLP

A handwritten signature in black ink, appearing to read 'T. L. Thompson', with a long horizontal flourish extending to the right.

Travis L. Thompson

Enc.

WM. J. BRAUNER
WM. J. BRAUNER, P.A.
Attorneys and Counselors at Law
P.O. Box 1078
Caldwell, Idaho 83606-1078
Telephone: (208) 467-9281

SMIS-3/8 AH
No. Summers
AM _____ PM _____

MAR 06 1985

J. DAVID NAVARRO, CLERK
BY: Angela At

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PETE COPE DRILLING CO., INC.,
an Idaho corporation,

Plaintiff,

vs.

ROBERT (BOB) PRIGGE and JOAN
PRIGGE, Husband and Wife,

Defendants.

Case No.

CV OC 95009800
COMPLAINT

Fee Category: A

Fee: \$65.00

COMES NOW the above named Plaintiff, and for its cause of
action against the defendants alleges as follows:

COUNT I.

I.

That the plaintiff, PETE COPE DRILLING CO., INC., is now
and at all material times mentioned herein was a corporation
organized under the laws of the State of Idaho and is in good
standing, with its principal place of business at Meridian, Ada
County, Idaho.

II.

That defendants, ROBERT (BOB) PRIGGE and JOAN PRIGGE,

Handwritten initials or marks at the bottom left corner.

husband and wife, are now and at all material times mentioned herein were residents of Ada County, Idaho.

III.

That the defendants are now and at all material times mentioned herein were the record title owners of real property located in Ada County, Idaho, more particularly described as follows, to-wit:

Lots 1, 2, and 3, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 1 North, Range 3 East of the Boise Meridian. Except that portion deeded to the State of Idaho by Deed recorded in Book 185 of Deeds at Page 453 and also except that portion deeded to the State of Idaho bt Deed recorded under Recorder's Fee No. 513756, Records of Ada County, Idaho.

IV.

That plaintiff PETE COPE DRILLING CO., INC., supplied and furnished materials and performed labor for the improvement of and use in and upon said real property for the benefit of the defendants, by drilling a domestic water well at the request of defendants ROBERT (BOB) PRIGGE and JOAN PRIGGE, husband and wife.

V.

That the reasonable value for materials and labor expended upon and incorporated upon the real property of the defendants, at the request of the defendants, is \$19,273.00.

VI.

That plaintiff, PETE COPE DRILLING CO., INC., commenced to supply and furnish said materials and to perform said labor on the 6th day of May, 1994, and ceased to supply and furnish said

materials and to perform said labor on the 20th day of July, 1994.

VII.

That on the 7th day of September, 1994, the plaintiff timely filed a Claim of Lien in the Recorder's Office of Ada County, Idaho, as Instrument No. 94081517. That a copy of said Claim of Lien is attached hereto marked as Exhibit "A", and incorporated herein as though set forth in full. That said lien was filed on Township 1 North, Range 3, East Section 4, Southeast $\frac{1}{4}$, Northwest $\frac{1}{4}$, Ada County, Lots 1 through 3, Inclusive, Ada County, Idaho, which includes all the real property described in Paragraph III hereinabove on which said hereinabove described well is located, and that the lien on the real estate with the well located thereon should be limited to the property described in Paragraph III hereinabove.

VIII.

Pursuant to Idaho Code, § 45-507, a true copy of the Claim of Lien was served on defendants as owners or reputed owners of the property by mailing no later than 24 hours following the filing of said claim of lien a copy thereof by certified mail to the defendants at their last known address. That a copy of domestic return receipt for certified mail and matching receipt for certified mail attached to a copy of said claim of lien is attached hereto, marked as Exhibit "B" and incorporated herein as though set forth in full.

IX.

That the plaintiff claims a lien upon the above described

property pursuant to Idaho Code, Section 45-507, in the principal amount of \$19,273.00, no part of which sum has been paid to date, and all of which sum together with interest thereon from and after July 20, 1994 is currently due and owing to the plaintiff. That no other action has been had at law or otherwise to recover said claim, or any part thereof.

X.

That the plaintiff has been required to retain the services of WM. J. BRAUNER, P.A., Attorneys at Law, to prosecute this action and has agreed to pay said attorneys a reasonable sum for their services. That the plaintiff is entitled to recover from the defendants as part of the costs the moneys paid for filing and recording the claim and reasonable attorney's fees pursuant to the provisions of Idaho Code § 45-513. In the event that a judgment is awarded by default, a reasonable sum for attorneys fees would be one quarter of the unpaid principal, or \$4,818.00.

COUNT II

I.

That plaintiff realleges and incorporates herein Paragraphs I, II, III, IV, V, VI, VII, VIII, IX and X of COUNT I into this COUNT II.

II.

That the sum of \$19,273.00 remains due and owing from defendants to plaintiff for goods, labor and services furnished to defendants, and said sum is a reasonable sum for goods, labor and services so furnished by plaintiff to defendants.

COUNT III

I.

That plaintiff realleges and incorporates herein all the allegations of COUNT I and COUNT II.

II.

That the defendants would be unjustly enriched if they were able to obtain said benefits to their real property without payment therefor.

III.

That said improvements added at least \$19,273.00 to the value and usefulness of said real property.

WHEREFORE, Plaintiff prays judgment against defendants as follows:

ON COUNT I.

1. For judgment against the defendants in the principal sum of \$19,273.00, together with interest thereon at the legal rate from the 20th day of July, 1994, until paid;

2. That the real property, described above in paragraph VII together with the improvements thereon, be sold, according to law, and the proceeds of said sale be applied to satisfy the plaintiff's lien, together with the expenses of sale;

3. That the defendants be held to any deficiency to the plaintiff that may remain after applying all of said proceeds to the satisfaction of plaintiff's lien;

4. For costs and disbursements herein incurred;

5. For plaintiff's reasonable attorney's fees; if judgment be entered by default a reasonable sum for attorneys fees is \$4,818.00;

6. For such other and further relief as to the Court seems proper in the premises.

ON COUNT II.

1. For the sum of \$19,273.00, plus interest thereon at the legal rate from the 20th day of July, 1994, court costs and attorney's fees; if judgment be entered by default a reasonable sum for attorneys fees is \$4,818.00;

2. For such other and further relief as to the Court seems proper in the premises.

ON COUNT III.

1. For the sum of \$19,273.00, plus interest thereon at the legal rate from the 20th day of July, 1994, court costs, and attorney's fees; if judgment be entered by default a reasonable sum for attorneys fees is \$4,818.00;

2. For such other and further relief as to the Court seems proper in the premises.

Dated this 6th day of March, 1995.

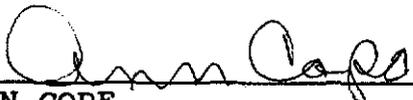
WM. J. BRAUNER, P.A.

By Jerry W. Korn
Jerry W. Korn
Attorneys for Plaintiff

STATE OF IDAHO)
) ss.
County of Canyon)

ANN COPE, being duly sworn upon her oath, does depose and say:

That she is the President of PETE COPE DRILLING CO., INC., and is making this verification for and on behalf of said corporation; that she has read the above and foregoing complaint, knows the contents thereof, and believes the same to be just, true and correct.



ANN COPE

SUBSCRIBED AND SWORN TO before me this 6 day of March, 1995.

(SEAL)



Notary Public for Idaho
Residing at: BOISE
My Commission Expires: 9/10/97

PETE COPE DRILLING CO., INC.
6505 W. CHINDEN
MERIDIAN, IDAHO 83642

940817
Be-Board
RECORDED
J. D. ...
BOISE ID
NOTICE OF CLAIM OF LIEN
Brauner, Coffel
Young
'94 SEP 7 PM
FEE 6.00
RECORDED AT THE REQUEST OF
RECORDED AT THE REQUEST

vs.

ROBERT (BOB) & JOAN PRIGGE
10521 LAKE HAZEL ROAD
BOISE, IDAHO 83709

NOTICE IS HEREBY GIVEN that on the 6th day of MAY, 1994,
at the request of JOAN PRIGGE, PETE COPE DRILLING CO., INC.
commenced to perform labor, or to furnish material, or to supply equipment, to be used upon PROPERTY
FOR THE EXPLICIT PURPOSE OF DRILLING A DOMESTIC WATER WELL.

located at BLACKS CREEK ROAD- KIUNA -MORA ROAD in BOISE, Idaho,
and described as TOWNSHIP 1 NORTH, RANGE 3 EAST, SECTION 4, SOUTHEAST 1/4
NORTHWEST 1/4, ADA COUNTY LOTS 1 THROUGH 3, INCLUSIVE

of which property the owner, or reputed owner, is ROBERT (BOB) AND JOAN PRIGGE
the performance of which labor, or the furnishing of which materials, or the supplying of which equipment, ceased
on the 20th day of JULY, 1994; that said labor, material,
or equipment was of the value (\$19,273.00) NINETEEN THOUSAND TWO HUNDRED
SEVENTY THREE DOLLARS AND ZERO CENTS Dollars,
for which labor, material, or equipment, the undersigned claims a lien upon the property herein described for the
sum of (\$19,273.00) NINETEEN THOUSAND TWO HUNDRED SEVENTY THREE
DOLLARS AND ZERO CENTS, PLUS INTEREST AND FEES INCURRED Dollars.
TO COLLECT THE SAME.

PETE COPE DRILLING CO., INC. Claimant
6505 W. CHINDEN Address
MERIDIAN, IDAHO 83642

By Ann Cope
Ann Cope, President

STATE OF IDAHO)
County of ADA)

ANN COPE being first duly sworn, says;
I am the President of Claimant above named; I have read the foregoing claim and know the contents thereof, and believe the
same to be just. That I have executed the within and foregoing instrument on behalf of
the corporation.

Subscribed and sworn to before me this 17th day of August, 1994.

W. J. Braun
Notary Public, State of Idaho
Residing at Caldwell, Idaho

Is your RETURN ADDRESS completed on the reverse side?

- RECIPIENT:**
- Complete items 1 and/or 2 for additional services.
 - Complete items 3, and 4a & b.
 - Print your name and address on the reverse of this form so that we can return this card to you.
 - Attach this form to the front of the mailpiece, or on the back if space does not permit.
 - Write "Return Receipt Requested" on the mailpiece below the article number.
 - The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Robert and Joan Prigge
10521 Lake Hazel Road
Boise, ID 83709

4a. Article Number
P 159 135 456

4b. Service Type

Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)
Robert Prigge

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

PS Form 3800, June 1991

Sent to:	Robert & Joan Prigge
Street and No.	10521 Lake Hazel Road
P.O. State and Zip Code	Boise, ID 83709
Postage	\$.29
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	1.00
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$ 2.29
Postmark or Date	9-7-94

Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

P 159 135 456

PETE COPE DRILLING CO., INC.
6505 W. CHINDEN
MERIDIAN, IDAHO 83642

940817

94080194

Re-Record

Claimant

RECORDED
J. DAVID...
BOISE ID
NOTICE OF CLAIM
OF LIEN
Brauner, Coffel & Young

vs.

ROBERT (BOB) & JOAN PRIGGE
10521 LAKE HAZEL ROAD
BOISE, IDAHO 83709

'94 SEP 7 PM
FEE 6.00
RECORDED AT THE REQUEST OF
'94 SEP 1 PM 10 14
FEE 6.00
RECORDED AT THE REQUEST OF

NOTICE IS HEREBY GIVEN that on the 6th day of MAY, 1994,
at the request of JOAN PRIGGE, PETE COPE DRILLING CO., INC.
commenced to perform labor, or to furnish material, or to supply equipment, to be used upon PROPERTY
FOR THE EXPLICIT PURPOSE OF DRILLING A DOMESTIC WATER WELL.

located at BLACKS CREEK ROAD- KUNA -MORA ROAD in BOISE, Idaho,
and described as TOWNSHIP 1 NORTH, RANGE 3 EAST, SECTION 4, SOUTHEAST 1/4
NORTHWEST 1/4, ADA COUNTY LOTS 1 THROUGH 3, INCLUSIVE

of which property the owner, or reputed owner, is ROBERT (BOB) AND JOAN PRIGGE
the performance of which labor, or the furnishing of which materials, or the supplying of which equipment, ceased
on the 20th day of JULY, 1994; that said labor, material,
or equipment was of the value (\$19,273.00) NINETEEN THOUSAND TWO HUNDRED
SEVENTY THREE DOLLARS AND ZERO CENTS Dollars,
for which labor, material, or equipment, the undersigned claims a lien upon the property herein described for the
sum of (\$19,273.00) NINETEEN THOUSAND TWO HUNDRED SEVENTY THREE
DOLLARS AND ZERO CENTS, PLUS INTEREST AND FEES INCURRED Dollars.
TO COLLECT THE SAME.

PETE COPE DRILLING CO., INC. Claimant
6505 W. CHINDEN Address
MERIDIAN, IDAHO 83642

By Ann Cope
Ann Cope, President

STATE OF IDAHO)
County of ADA)

ss.

ANN COPE being first duly sworn, says:
I am the President of claimant above named; I have read the foregoing claim and know the contents thereof, and believe the
same to be just. That I have executed the within and foregoing instrument on behalf of
the corporation.

Subscribed and sworn to before me this 17th day of August, 1994.

W. J. Brown
Notary Public, State of Idaho
Residing at Caldwell, Idaho

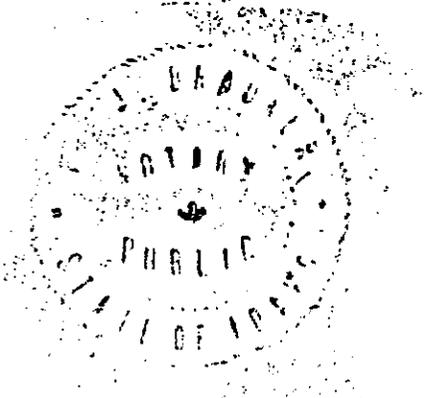
STATE OF IDAHO)
County of Idaho)

ss.

(Corporate Acknowledgment)

On this 17th day of August, 1994,
before me personally appeared ANN COPE
to me known to be the President
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the
free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath
stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said
corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first
above written.



[Handwritten Signature]

Notary Public, State of Idaho

Residing at Caldwell, Idaho

STATE OF IDAHO)
County of _____)

ss.

(Individual Acknowledgment)

I, _____, Notary Public in and for the State of Idaho,
do hereby certify that on this _____ day of _____, 19____,
personally appeared before me _____
to me known to be the individual _____ described in and who executed the within instrument and acknowl-
edged that _____ signed the same as _____ free and voluntary act and deed for the uses and pur-
poses herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of

_____, 19____.

Notary Public, State of Idaho

Residing at _____, Idaho

SAMUEL A. DIDDLE
EBERLE, BERLIN, KADING, TURNBOW
& MCKLVEEN, CHARTERED
300 North Sixth Street
Post Office Box 1368
Boise, Idaho 83701

Telephone: 208-344-8535
Facsimile: 208-344-8542

Attorneys for Plaintiff/Counterdefendant

NO. (50) C
FILED
A.M. _____ P.M. 3:00

JAN 21 1998

J. DAVID NAVARRO, Clerk
By [Signature]
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PETE COPE DRILLING CO., INC,)
an Idaho corporation)
)
Plaintiff/)
Counterdefendant,)
)
v.)
)
ROBERT (BOB) PRIGGE and)
JOAN PRIGGE, husband and wife,)
)
Defendants/)
Counterclaimants.)
_____)

CASE NO. CV OC 9500980D

**ORDER FOR DISMISSAL
WITH PREJUDICE**

A Stipulation for Dismissal with Prejudice having been presented to the Court and
the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to
I.R.C.P. 41, the claims and actions set forth in the Complaint and Counter Complaint in this

MM

action be, and the same are hereby, dismissed with prejudice with each party to bear their own costs and attorneys' fees.

DATED this 16th day of January, 1998.


HONORABLE G. D. CAREY, District Judge

ALLIANCE TITLE & ESCROW CORP.

MARCH 02, 1998

JOAN PRIGGE
209 E 37TH ST
BOISE, ID. 83714
RE:/PRIGGE

THANK YOU for your title insurance order and/or escrow closing.
In accordance with your request, we enclose Commitment for Title
Insurance for your files and any additional copies you have
requested.

Your Title Order Number is: 98072919 WO/PD

Your Title Officer is: WM. G. OESTREICH - (208) 336-6515
1412 W. Idaho St., Boise, Idaho 83702

Your Escrow Number is: 98072919 WO/PD

Your Escrow Officer is: PAM DRAPER - (208) 336-6515
1412 W. Idaho St., Boise, Idaho

Please do not hesitate to contact WM. G. OESTREICH or PAM DRAPER if
you should have any questions concerning your transaction.

WE APPRECIATE YOUR BUSINESS!

WM. G. OESTREICH

EXHIBIT "A"

PARCEL I

Government Lot 4 in Section 4, Township 1 North, Range 3 East, Boise Meridian, Ada County, Idaho.

PARCEL II

Government Lots 1, 2 and 3 and the Southeast Quarter of the Northwest Quarter, all in Section 4 Township 1 North, Range 3 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM

The South 50.00 feet of said Lots 1, 2 and 3, and the North 50.00 feet of said Southeast Quarter of the Northwest Quarter as conveyed to the STATE OF IDAHO by Right of Way Deed recorded October 16, 1928 in Book 185 of deeds at Page 453, records of Ada County, Idaho.

ALSO EXCEPTING THEREFROM

That property deeded to the STATE OF IDAHO by Warranty Deed recorded October 20, 1961 as Instrument No. 513756 records of Ada County, Idaho, described as follows:

A parcel of land being on both sides of the center line of the Kuna-Black's Creek Access Road Survey as shown on the plan of Interstate 80N Project No. I-80N-2(3)61 Highway Survey now on file in the office of the Department of Highways of the State of Idaho, and being a portion of Government Lot 1 of Section 4, Township 1 North, Range 3 East, Boise Meridian, described as follows, to wit:

BEGINNING at the Northeast corner of the South 50.00 feet of Government Lot 1 of Section 4, Township 1 North, Range 3 East, Boise Meridian; thence
Northerly along the East line of said Government Lot 1 a distance of 602.00 feet, more or less, to a point, that bears
North 89 degrees 04'38" West from Station 19+00 of the Kuna-Black's Creek Access Road Survey as shown on the plants of said Interstate 80N Project No. I-80N-2(3)61 Highway survey; thence
Southwesterly in a straight line 65.00 feet, more or less, to a point that bears
North 89 degrees 04'38" West 50.00 feet from Station 18+35.37 of said Access Road Survey; thence
Southwesterly along a line parallel with and 50.00 feet Northwesterly from said Access Road Survey said parallel line being 2,522.96 foot radius curve right 818.80 feet, to a point that bears

Continuation of Exhibit A

Order No.:98072919 WO

North 00 degrees 37'47" East 50.00 feet from Station 9+38.50
of said Access Road Survey; thence
Southwesterly in a straight line 140.00 feet, more or less,
to a point in the North line of the South 50.00 feet
of said Government Lot 1 that bears
North 00 degrees 37'47" East from Station 8+00 of said
Access Road Survey; thence
Easterly along said North line 667.00 feet, more or less
to the PLACE OF BEGINNING.



TICOR TITLE INSURANCE

Commitment for Title Insurance

**American Land
Title Association
Commitment - 1966**

TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof

by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 180 days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by an authorized signatory of the Company.

TICOR TITLE INSURANCE COMPANY

By *John R. ...* President
Attest *Paul T. ...* Secretary

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
1412 WEST IDAHO STREET
P.O. BOX 7546
BOISE, ID 83707
(208) 336-6515

[Signature]
Authorized Signatory

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

**Commitment
for
Title
Insurance**

Ticor Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

ORDER NUMBER: 98072919 WO

SCHEDULE A

1. EFFECTIVE DATE: FEBRUARY 12, 1998 at 7:30 a.m.

2. Policy or policies to be issued:

A. ALTA Owner's Policy, (10-17-92)

Amount of Insurance:

Premium:

Proposed Insured:

B. ALTA Loan Policy (10-17-92)

Amount of Insurance:

Premium:

Proposed Insured:

None

Other coverages and/or charges:

NONE

In the event this transaction fails to Close and this Commitment is cancelled, a Cancellation fee will be charged to comply with the State Insurance Regulations.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate or interest in said land at the effective date vested in:

ROBERT PRIGGE, also shown of record as ROBERT R. PRIGGE, and JOAN PRIGGE, husband and wife

5. The land referred to in this commitment is in the State of IDAHO, County of ADA, and is described as follows:

PARCEL I

Government Lot 4 in Section 4, Township 1 North, Range 3 East, Boise Meridian, Ada County, Idaho.

PARCEL II

CONTINUATION OF COMMITMENT SCHEDULE A

Order No.: AT-98072919 WO

Government Lots 1, 2 and 3 and the Southeast Quarter of the Northwest Quarter, all in Section 4 Township 1 North, Range 3 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM

The South 50.00 feet of said Lots 1, 2 and 3, and the North 50.00 feet of said Southeast Quarter of the Northwest Quarter as conveyed to the STATE OF IDAHO by Right of Way Deed recorded October 16, 1928 in Book 185 of deeds at Page 453, records of Ada County, Idaho.

ALSO EXCEPTING THEREFROM

That property deeded to the STATE OF IDAHO by Warranty Deed recorded October 20, 1961 as Instrument No. 513756 records of Ada County, Idaho, described as follows:

A parcel of land being on both sides of the center line of the Kuna-Black's Creek Access Road Survey as shown on the plan of Interstate 80N Project No. I-80N-2(3)61 Highway Survey now on file in the office of the Department of Highways of the State of Idaho, and being a portion of Government Lot 1 of Section 4, Township 1 North, Range 3 East, Boise Meridian, described as follows, to wit:

BEGINNING at the Northeast corner of the South 50.00 feet of Government Lot 1 of Section 4, Township 1 North, Range 3 East, Boise Meridian; thence
Northerly along the East line of said Government Lot 1 a distance of 602.00 feet, more or less, to a point, that bears
North 89 degrees 04'38" West from Station 19+00 of the Kuna-Black's Creek Access Road Survey as shown on the plans of said Interstate 80N Project No. I-80N-2(3)61 Highway survey; thence
Southwesterly in a straight line 65.00 feet, more or less, to a point that bears
North 89 degrees 04'38" West 50.00 feet from Station 18+35.37 of said Access Road Survey; thence
Southwesterly along a line parallel with and 50.00 feet Northwesterly from said Access Road Survey said parallel line being 2,522.96 foot radius curve right 818.80 feet, to a point that bears
North 00 degrees 37'47" East 50.00 feet from Station 9+38.50 of said Access Road Survey; thence
Southwesterly in a straight line 140.00 feet, more of less,

CONTINUATION OF COMMITMENT SCHEDULE A

Order No.: AT-98072919 WO

to a point in the North line of the South 50.00 feet
of said Government Lot 1 that bears
North 00 degrees 37'47" East from Station 8+00 of said
Access Road Survey; thence
Easterly along said North line 667.00 feet, more or less
to the PLACE OF BEGINNING.

Purported Address:

NO ADDRESS GIVEN

vlc

END OF SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

ORDER NUMBER: 98072919 WO

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions:
1. Rights or claims of parties in possession not shown by the public records.
 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
 3. Easements, or claims of easements, not shown by the public records.
 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
 7. General Taxes for the year 1998, a Lien but not yet due and payable.
 8. General Taxes for the year 1997, a Lien, the first half is paid and the second half is now due and payable.

Order No.: AT- 98072919 WO

Parcel No.: 52-S-1904110000
In the original amount of \$294.02.
AFFECTS PARCEL II.

9. General Taxes for the year 1996, a Lien, are all delinquent.
Parcel No.: 52-S-1904110000
In the original amount of \$296.14.
AFFECTS PARCEL II
10. General Taxes for the year 1997, a Lien, the first half is delinquent and the second half is now due and payable.
Parcel No.: 52-S-1904223000
In the original amount of \$20.08.
AFFECTS PARCEL I.
11. General Taxes for the year 1996, a Lien, are all delinquent.
Parcel No.: 52-S-1904223000
In the original amount of \$31.44.
AFFECTS PARCEL I.
12. General Taxes for the year 1995, a Lien, are all delinquent.
Parcel No.: 52-S-1904223000
In the original amount of \$25.38.
AFFECTS PARCEL I.
13. Any lack of a right of access to and from the land.
14. A Deed of Trust, and the terms and conditions thereof:
Stated Amount \$275,000.00
Grantor H. GENE WILLIAMS
Trustee FIRST SECURITY BANK OF IDAHO
Beneficiary CONTINENTAL COLLEGE OF BEAUTY, A UTAH CORPORATION
Dated SEPTEMBER 30, 1981
Recorded OCTOBER 26, 1881
Instrument No. 8146074
AFFECTS A PORTION OF PARCEL II
15. Notice of Lien dated MAY 6, 1994 and recorded SEPTEMBER 1, 1994 as Instrument No. 94080194, Official Records, wherein PETE COPE DRILLING CO., INC. intends to hold and claim a Lien upon the land and premises in the Amount of \$19,273.00. The last materials furnished on JULY 20, 1994.
Re-recorded SEPTEMBER 7, 1994
Instrument No. 94081517
AFFECTS PARCEL II

16. Partial Final Judgement
Plaintiff PETE COPE DRILLING CO., INC., AN IDAHO CORPORATION
Defendant ROBERT (BOB) PRIGGE AND JOAN PRIGGE, HUSBAND AND WIFE
Recorded DECEMBER 6, 1995
Instrument No. 95090012
17. A Deed of Trust, and the terms and conditions thereof:
Stated Amount \$60,800.00
Grantor ROBERT R. AND JOAN PRIGGE, DBA B & J DEVELOPMENT COMPANY
Beneficiary FLOYD WOOD
Dated MARCH 7, 1994
Recorded JANUARY 11, 1995
Instrument No. 95001908
AFFECTS PARCEL I AND II
18. Right, Title and Interest of B & J DEVELOPMENT COMPANY as disclosed by Deed of Trust, recorded January 11, 1995 and Instrument No. 95001908.
19. A Deed of Trust, and the terms and conditions thereof:
Stated Amount \$100,000.00
Grantor ROBERT PRIGGE AND JOAN PRIGGE, HUSBAND AND WIFE
Trustee PIONEER TITLE COMPANY OF ADA COUNTY, AN IDAHO CORPORATION
Beneficiary GARY GAPP
Dated JANUARY 18, 1995
Recorded JANUARY 18, 1995
Instrument No. 95003202
AFFECTS PARCEL I

END OF SCHEDULE B-SECTION 2

38.28
248

#223000 '95

38.32
247

175
90

38.34
247

38.40
247
#110000

KARAGIANES, MANUEL T & BETTY
248

903103
10/21/74

ALMA RD
Fred Bagley & Fiose Eby

Rd of Way Rd
6.1 acres

#131200 '95

Pat. 1914

KARAGIANES, MANUEL T & BETTY
248

903103
10/21/74

1.6700 Rd

Pat. 1916

KARAGIANES, MANUEL T & BETTY
248

903103
10/21/74

#346000

160 a #410000

249
Tom H. Kearnes

246

V. 597a

THIS MAP IS FURNISHED AS AN ACCOMMODATION, STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREON.

May 31, 2002

JOAN PRIGGE
10712 CRUSER DR
BOISE, ID 83709

PROOF DUE NOTICE

RE: PERMIT NO. 63-11540

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before August 01, 2002. (See last page of your approval permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a completed field examination report prepared by a certified water right examiner may be used to submit the required proof.

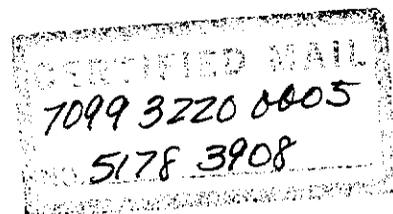
If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

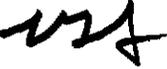
Sincerely,

Deborah J. Gibson, Admin. Assistant
Water Allocation Bureau

Enclosures



MEMORANDUM

To: File 61-02168
From: L. Glen Saxton 
RE: CONFERENCE NOTES
Date: February 8, 2002

On this date, Norm Young and I met with Norm Semanko, Joan Prigge, Travis Thompson and Tom Bevin(?) in connection with permit no. 61-02168.

The permit holder wants to irrigate land not included on the permit (land in section 5) and wanted to know if an application for amendment to the permit would first be required and, if so, would public notice of the application have to be given. Norm Young advised the permit holder that an application is required and that it would take from 6 to 8 weeks to process an application for amendment assuming it was not protested.

Additional time for permit development due to protests that might be filed was generally discussed but without any commitment of how the department would handle such an issue.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 10, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JOAN PRIGGE
10712 CRUSER DR
BOISE ID 83709

RE: Permit No. 63-11540

Dear Permit Holder:

Enclosed is a copy of the approved request for extension of time submitted in connection with the above referenced permit. This order extends the time within which to submit proof of beneficial use to **August 1, 2002**, due to delay of development caused by litigation. Please note that the department has granted the extension based on the actual time litigation was pending during the last development period, according to Section 42-204(1), Idaho Code. It is important that you work diligently toward the completion of the development, since the department may not be able to grant additional extensions in connection with this permit.

Section 42-248, Idaho Code, requires you or the owner of the water rights to maintain current ownership and address records on file with the department. Please contact any office of the department for the proper form to file a change of ownership of a water right and/or a change in the address of the owner.

Please contact me at (208)327-7953, if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Drew-Ellis".

Deborah Drew-Ellis
Administrative Assistant
Water Allocation Bureau

Enclosure

c: IDWR - Regional Office

ANALYSIS SHEET FOR EXTENSION OF TIME

Permit No. 63-11540 Reviewed by D. Ellis Date 7/6/00

BASIC INFORMATION

6/26/00 Date stamp received
Yes Extension received timely
Yes Fee received and receipted
Yes Name and signature same as permit -
Yes Address Change

BASIS FOR EXTENSION REQUEST

No Has adequate work been completed to demonstrate due diligence?
Yes Has the permit been involved in litigation?
Is supporting documentation needed to complete the file? No Requested? Received
Is delay by a government agency?
Is supporting documentation needed to complete the file? _____ Requested? _____
Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN

Approved and extended to 8/1/02.

PRIORITY CALCULATION

Date extension received 6/26/00 = _____
Proof due date 8/1/2000 = _____
Number of days late 0 = _____
Priority date _____ = _____
New Priority Date _____ = _____

DATA ENTRY

New Address 10712 Cruiser Dr., Boise, 83709
Change Proof Due Date Yes 8/1/02
Change Priority Date No.

FX 6 Blr Jan

NO. ORDER
FILED
AM. _____ P.M. _____

JAN 25 1995

TESTED BY DAVID NAFFRAISER
LITIGY

Howard Humphrey
COSHO, HUMPHREY, GREENER & WELSH, P.A.
Counselors and Attorneys at Law
Carnegie Library Building
815 West Washington Street
Boise, Idaho 83702
Telephone: (208) 344-7811
Facsimile: (208) 338-3290

*Complaint filed:
6/6/94*

Attorneys for Defendant/Counterclaimant

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

ROBERT and JOAN PRIGGE,)
)
 Plaintiffs/Counterdefendants,)
)
 vs.)
)
 MONARCH, INC., an Idaho)
 corporation,)
)
 Defendant/Counterclaimant.)
)
 _____)

Case No. 97821

**STIPULATION AND ORDER
OF DISMISSAL**

The parties hereto, by and through their respective counsel of record, stipulate and agree that the above-entitled action, including Plaintiffs' Amended Complaint and Defendant's counterclaim, shall be forthwith dismissed with prejudice to all parties, each party to bear their or its attorney fees and costs.

This stipulation is being entered into for the reason that all of the respective claims between the parties have been fully compromised and settled.

DATED this 20th day of January, 1995.

By: David H. Leroy
David H. Leroy
Attorneys for Plaintiffs

COSHO, HUMPHREY, GREENER & WELSH, P.A.

By: Howard Humphrey
Howard Humphrey
Attorneys for Monarch, Inc.

ORDER

Based upon the stipulation of the parties, IT IS HEREBY ORDERED that the above-entitled action, including Plaintiffs' Amended Complaint and Defendant's Counterclaim, shall be forthwith dismissed with prejudice to all parties, each party to bear their or its attorneys' fees and costs.

DATED this 25 day of JANUARY, 1995.

DEBORAH A. BAIL

District Judge

April 11, 1994

Chris Clayville, President
Monarch, Inc.
250 N. 800 East
Declo, ID 83323

Re: Demand to clear title to real estate in Ada county

Dear Mr. Clayville:

You and I spoke by telephone approximately six weeks ago with regard to the parcel of land deeded by warranty deed on April 6, 1992 from Paul Glorfield to Robert and Joan Prigge, my clients. Subsequently and without lawful authority to do so, approximately one year later Glorfield issued a quit claim deed covering the same property to Monarch, Inc. Contrary to the agreed conditions of the purchase of the real estate from the original owner, Gorfieid or some person associated with Monarch, caused a copy of that quit claim instrument to be recorded in Ada County on or about April 6, 1993. That act created not only a cloud on the title, but also constituted a breach of contract under the purchase agreement.

When we spoke, you promised to mail to me a letter of explanation which would outline the circumstances under which Glorfield gave a quit claim deed to what you described as "a group of investors". You also stated that you would show proof that the sum of \$80,000 had been paid by Monarch to Glorfield. To date, no letter, explanation or details have been received from you.

Accordingly, I have no alternative but to demand that Monarch, Inc. release by another quit claim to Robert and Joan Prigge and all interests which constitute the cloud by Paul Glorfield in the real estate so that the title can be cleared and the breach of the purchase agreement can be cured. Significant damages will be occasioned to my clients unless this action is undertaken immediately. Accordingly I must demand that you indicate by return letter and resolution of Monarch, Inc., duly verified by the secretary of the corporation that the officers of the corporation are authorized to execute a quit claim deed in favor of Prigges within seven (7) days of receiving this letter. In the event that we are not able to clear the title on or before that date, my clients

will authorize me to undertake a quiet title action and to explore such other legal and civil rights, and to identify any damages, that may have been breached or created by the action of Glorfield in executing a quit claim deed to property in which he was not titled and by such other parties as may have recorded the same. I attach for you information a copy of the 1992 warranty deed executed by Glorfield in favor of my clients. Your cooperation and immediate acquiescence in clearing the title to this land is earnestly solicited.

Very truly yours,

David H. Leroy

encl: 1

4/13/94 - Leroy - will file suit if no response - they have 20 days after that.
- if no response - motion to dismiss
4/18/94, Called Copple - told of letter & time up in 2 days -
also, noted monies to pay off property
are available. J

CERTIFIED

Z 269 224 891

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83706-2237

MAIL

Handwritten scribble



**NOT DELIVERABLE
AS ADDRESSED,
UNABLE TO FORWARD**

Handwritten signature

RECEIVED

JUN 6 - 2000

Department of Water Resources

~~Redacted address line~~

~~Redacted address line~~ 2237



2
Z 269 324 909

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <i>Joan Pregge</i>	
Street & Number <i>1516 N. Vineyard</i>	
Post Office, State, & ZIP Code <i>Meridian, ID. 83642</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$

Postmark or Date
6/7/00

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. **Endorse front of article RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

May 31, 2000

JOAN PRIGGE
1516 N VINEARDS
MERIDIAN ID 83642

PROOF DUE NOTICE

RE: PERMIT NO. 63-11540

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before August 1, 2000.

(See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

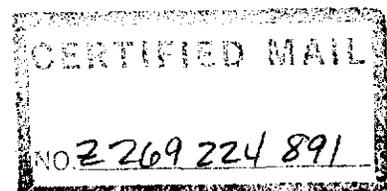
If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

DEBORAH DREW-ELLIS
Administrative Assistant

Enclosures



ANALYSIS SHEET FOR EXTENSION OF TIME

Permit No. 63-11540 Reviewed by [Signature] Date 7-12-96

BASIC INFORMATION

7-12-96 Date stamp received
yes Extension received timely
yes Fee received and receipted
yes Name and signature same as permit
no Address Change

BASIS FOR EXTENSION REQUEST

yes Has adequate work been completed to demonstrate due diligence?
_____ Has the permit been involved in litigation?
Is supporting documentation needed to complete the file? _____ Requested? _____
_____ Is delay by a government agency?
Is supporting documentation needed to complete the file? _____ Requested? _____
_____ Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN *Recommend extend to August 1, 2000, on basis of due diligence.*

PRIORITY CALCULATION

Date extension received	_____	=	_____
Proof due date	_____	=	_____
Number of days late	_____	=	_____
Priority date	_____	=	_____
New Priority Date	_____	=	_____

DATA ENTRY

New Address X
Change Proof Due Date 8-1-2000
Change Priority Date X



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 12, 1996

Joan Prigge
1516 N. Vineards
Meridian, ID 83642

RE: Permit No. 63-11540

Dear Permit Holder:

Enclosed is a copy of the approved request for extension of time submitted in connection with the above referenced permit. The time within which to submit proof of beneficial use is extended to **August 1, 2000**. Please note that the department has granted this extension based on **due diligence**. It is important that you work diligently toward the completion of the development during the construction period allowed since the department **will not** be able to grant additional extensions based on due diligence.

Please be advised that Section 42-248, Idaho Code, which became affective on July 1, 1996, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Please contact any office of the department for the proper form to file a change of ownership of a water right and/or a change in the address of the owner. Failure to maintain current records with the department could result in the assessment of a monetary penalty.

Please contact me at (208)327-7953 if you have any questions regarding this matter

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosure

C: IDWR - Regional Office

AUG 09 1996

May 31, 1996

JOAN PRIGGE
1516 N VINEARDS
MERIDIAN ID 83642

PROOF DUE NOTICE

RE: PERMIT NO. 63-11540

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before August 1, 1996.

(See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

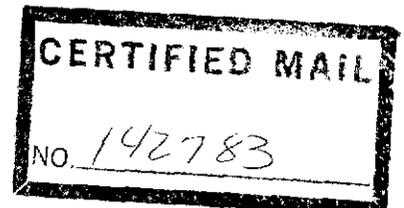
If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures





State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

February 15, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RECEIVED

FEB 16 1996

MR BOB UNGER
ADA COUNTY DEVELOPMENT SERVICES
650 MAIN
BOISE ID 83702

Department of Water Resources

RE: 96-10-CU GEM STATE DEVELOPMENT, INC.

Dear Mr. Unger:

The Idaho Department of Water Resources ("IDWR") offers the following comments on the above-referenced project described by your recent letter.

IDWR administers the Stream Protection Act requiring a SCA Permit for any work within the ordinary high water mark of a perennial stream. Two such streams occur in the area. Such applications must be submitted sixty (60) days before any work is scheduled to start. IDWR is available to review preliminary plans and offer specific comments in this process.

Any well drilling activity must occur under approved Well Drilling Permits issued by IDWR. Possible delays in approval of drilling permits will depend on water right analysis associated with the proposed drilling.

The only water right found for this site is Permit No. 63-11540 in the name of Joan Prigge. The permit covers about 325 acres in Sections 3, 4, and 34 and allows irrigation, commercial, and domestic uses. If a portion of the land listed in the water right is sold to another party, the permit owner (J. Prigge) should file a \$25 *Assignment of Permit* (or portion thereof) with IDWR. The water right can be assigned in whole or in part ("split") to the new owner.

Based on the proposal, it appears that a change in the existing right (or portion of right) should be considered. For example, the permit now authorizes commercial water use for a 100 unit recreational vehicle park but not for the projected 371 unit facility. However, the right also includes about 193 acres of irrigation within the proposed Gem State Development boundary. Perhaps fewer acres will be irrigated but more RV spaces will be built. The permit owner could file a \$50 *Application for Amendment of Permit* to reduce irrigation and increase commercial use.

AUG 09 1996

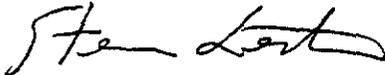
Gem State Development
February 15, 1996
Page 2

It should be noted that Permit No. 63-11540 includes a number of conditions of approval, two of which might have more immediate consequences. One condition suggests that project construction of approved uses should have commenced by June, 1992. Failure to meet this condition might be justified if appropriate information can be provided. Another condition states that development must be completed by August 1, 1996. It might be possible to obtain an extension of time prior to the August deadline.

An alternative to amending the permit is to seek a new water right by filing an Application for Permit (variable fee). A disadvantage to this option is that processing of such a filing must be significantly delayed pending reduction of a backlog that has resulted from the recently lifted "drought moratorium" on issuing such permits.

This office recommends that the Gem State Development, Inc. proposal should not be approved until adequate water right protection is documented through IDWR. Please contact this office for more specific information.

Sincerely,



Steve Lester
Water Rights Supervisor

c: Joan Prigge

RECEIVED
FEB 16 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JUNE 8, 1995

JOAN PRIGGE
1516 N VINEARDS
MERIDIAN ID 83642

RE: Permit No. 63-11540

Dear Permit Holder:

The accompanying order is a "preliminary order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the department unless a party petitions for reconsideration within fourteen (14) days after issuance as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the hearing officer within fourteen (14) days of the service date of this order. The hearing officer will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within twenty-one (21) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding. Otherwise, this preliminary order will become a final order of the agency.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Director. The Director retains the right to review the preliminary order on his own motion.

JUN 14 1995

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

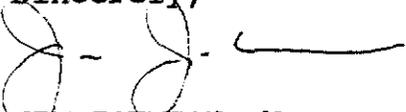
Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

JUN 14 1995

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:rl

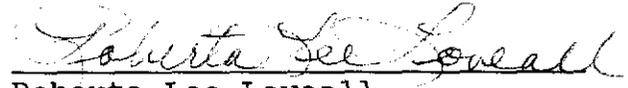
Enclosure

RECEIVED
JUN 14 1995

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this _____ day of _____, 1995
I mailed a true and correct copy, postage prepaid, of the foregoing
PRELIMINARY ORDER APPROVING AMENDMENT OF PERMIT to the following:

JOAN PRIGGE
1516 VINEARDS
MERIDIAN ID 83642


Roberta Lee Loveall
Clerical Specialist

JUN 14 1995

Conditions of Approval:

- cubic feet per second for each acre of land.
- 46A - A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
- 46B - Construction of the well must comply with Idaho well construction standards.
- 01M - After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
- 004 - The issuance of this right in no way grants any right-of-way or easement across the land of another.

Remarks: Domestic use is for 2 homes.
Commercial use is for 100 unit recreational vehicle park with related facilities, restaurant and grocery.
See Final Order for additional conditions of approval.

Dates: App. Received: 05/28/1991 Priority Date: 05/28/1991
Proof Due Date: 08/01/1996 Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 63 Field Exam Fee:

Comments: Date: 03/04/1994 User-ID: ZIMMERMA Subject: AMENDED PERMIT
This permit was amended to change two out of the three originally permitted points of diversion, to add a point of diversion, and keeping one of the originally permitted. The originally permitted points of diversion are located within Lt 3 (NENW), S03, Lot 2 (NWNE), S04, T01N, R03E, and NESW, S34, T02N, R03E. The amended points of diversion are located within Lt 1 (NENE); Lt 2 (NWNE); SENW; Lt 4 (NWNW), T01N, R03E.
During the review of this amendment, it was discovered that the permit holder did not have possessory interest in some of the lands. An amended permit has been issued reducing acres, rate of flow, and identifying amended p/d's.

Audit: 03/04/94 ZIMMERMA 05/09/95 CZIMMERM

WR0749NP
No. B63-11540

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 05/09/95
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD		DIVERSION RATE	DIVERSION VOLUME
				FROM	TO		
C	JOAN PRIGGE 1516 N VINEARDS MERIDIAN ID 83642 (208) 377-8992	05/28/1991	IRRIGATION COMMERCIAL DOMESTIC	03-15 11-15 01-01 12-31 01-01 12-31		6.470 CFS 0.060 CFS 0.040 CFS	
TOTAL DIVERSION:						6.570 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: PERMIT

Point(s) of Diversion: T01N R03E S04 Lot 01(NENE) Lot 02(NWNE) Lot 04(NWNW) SENW ADA County

Place of use Legal Description for: IRRIGATION

T	R	S	NE				NW				SW				SE				SUM
			Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
01N	03E	3	:					:	03-20	04-30	:								50.0
01N	03E	4	:	01-38	02-38	:	03-38	04-38	40	:									193.5
02N	03E	34	:			:				40	:			20	20	:			80.0
																	TOTAL ACRES	323.5	

Place of use location for COMMERCIAL is the same location as described for: IRRIGATION

Place of use location for DOMESTIC is the same location as described for: IRRIGATION

Pou County: ADA

Other Water Rights with Same Point(s) of Diversion and Source:
63-11540

Other Water Rights Listing Overlapping Place(s) of use:
63-11540

Conditions of Approval:

- 26A - Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
- 01G - Prior to the diversion of water under this right a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.
- 046 - Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- 03A - The rate of diversion of water for irrigation under this right and all other water rights on the same land shall not exceed 0.02

AMENDMENT OF PERMIT REVIEW

Reviewed by Cindy Zimmerman

on 5/9/95

PERMIT NO. 63-11540 NAME Prigge Ad OK? [check]

TYPE: A = AMENDED E = CHANGE N/U I = CHANGE P/D & P/U
B = CHANGE P/D F = CHANGE Per/U J = ADD P/D & CHANGE P/U
C = ADD P/D G = OTHER
D = CHANGE P/U H = CHANGE P/D & + P/D

AREA OF CONCERN: Mor GWMA Trust/Non-trust

B/U PROOF DUE DATE: 8/1/96 Submitted? Yes/No Due -6 months? Yes/No

SURFACE WATER: <flow chart>

In Water District - 005; WD No.
+ 0.2 cfs - 01J
- 0.2 cfs - 01H
Not in WD; +0.2 cfs - 01M
-0.2 cfs - No MD

GROUNDWATER: <flow chart>

+ 0.2 cfs - 01M
- 0.2 cfs - No MD
Drilling Permit - Included? No.
- Not included? 046-46B
- NA

LOCATION:

Swan Falls Flag - (1, Blank or Other)
Trust - 051-052-053 (Consumptive Uses); NA
Non Trust <1> - 048-049; NA

RIVER BASINS (Surface Water)

Boise (63) - 05A & 11E, N/A
Payette (65) - 047 (Payette Lake), 064 (consump. use), NA
Snake (01, 02 & 03) - 11A (01), 061 (02/03 No WD Cond.), NA

USE:

Fish Propagation - 06A/09E/010 (WQ/Choose One), 042-002,
- 07A (Spec.), 044 (Policy 5G)
Power - (Use Power Review)
Mining - 06A/010/09E (WQ) & 054 (req.)
Storage (3 comp?) - 18A (multi MD in WD), 18B (+10' dam)
Domestic - 021 (Boise R + L Peak), 064 (Payette R)

NON LAND OWNER - 004-en

PROTEST AGREEMENT - 020

Recommended conditions same as on the permit or subsequent amendment(s)
to the permit? Yes Yes + cond No

Conditions of Approval: Standard, 0.1M/004 (limit acres on quit lots)
(do not include any conditions already on permit)

Comments See Order

RECEIVED

APR 24 1995

Department of Water Resources

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding, hereinafter referred to as MOU, by and between Dennis M. Baker and Jean S. Baker, hereinafter referred to as Baker; and Joan Prigge and Robert R. Prigge, hereinafter referred to as Prigge. This MOU is not to be recorded other than with the Department of Water Resources, State of Idaho.

The purpose of this MOU is to set forth a joint venture for the development of water, which water right is held currently by Joan Prigge expiration date of August 1996. The location of the appropriation (see Exhibit A) is south and west of the I- 84 Kuna Mora Road interchange, located on Government Lots 1, 2, 3,4, and S.E.4 of the N.W.4, Section 4 and in Section 3, lying south and west of I-84, all located in T1N R3E B.M. and in S.E. Sections 34 and the S.W. 1/4 Section 28, all in T2N R3E B.M.

Baker owns land located adjacent and also included in the original application for the water appropriation as listed below (see Exhibit B) and desires to co-develop the water to the extent Baker and Prigge agree to co-develop the water associated with Prigge water rights #63-11540 and 63-11536. They further agree to negotiate in good faith in a joint venture partnership to develop the respective parcels heretofore mentioned as Exhibits A & B.

Additionally, adjacent ground is contemplated to be acquired by either or both partners and will be to be added to this joint venture as applicable (see Exhibit C). This property has also been designated as a part of Prigge's original and amended application.

Section #4 timetables for water development and beneficial use is December 1, 1995 and eventual property development details are to be worked out. Both parties agree to proceed with due diligence and in good faith.

We hereby affix our signatures.

Robert R. Prigge
Robert R. Prigge

D.M. Baker
Dennis M. Baker

Joan Prigge
Joan Prigge

Jean S Baker by Den - Baker
Jean S. Baker ATTORNEY-IN-FACT.

4/25/95
Dated

4/25/95
Dated

RECORDED
JUN 14 1995



DEPARTMENT OF WATER RESOURCES

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Exhibits A, B, C

118° 07' 30"
43° 30'

572 000mE

573

574 5'

575

4813 000mN

4815

4814

4813

4812

27' 30"

4811

Exhibit B

Exhibit C

Exhibit B

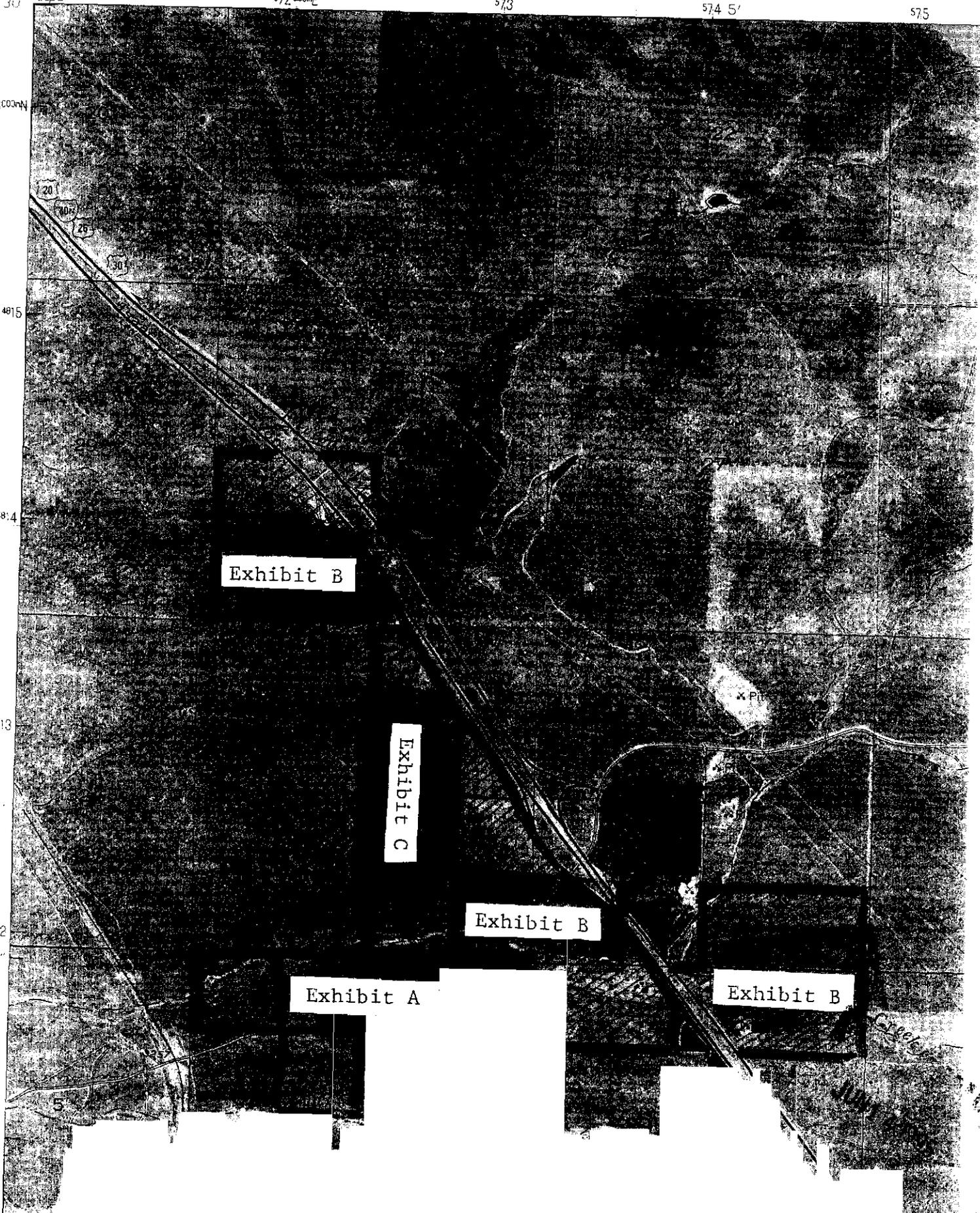
Exhibit A

Exhibit B

x Pit

Catchment

5





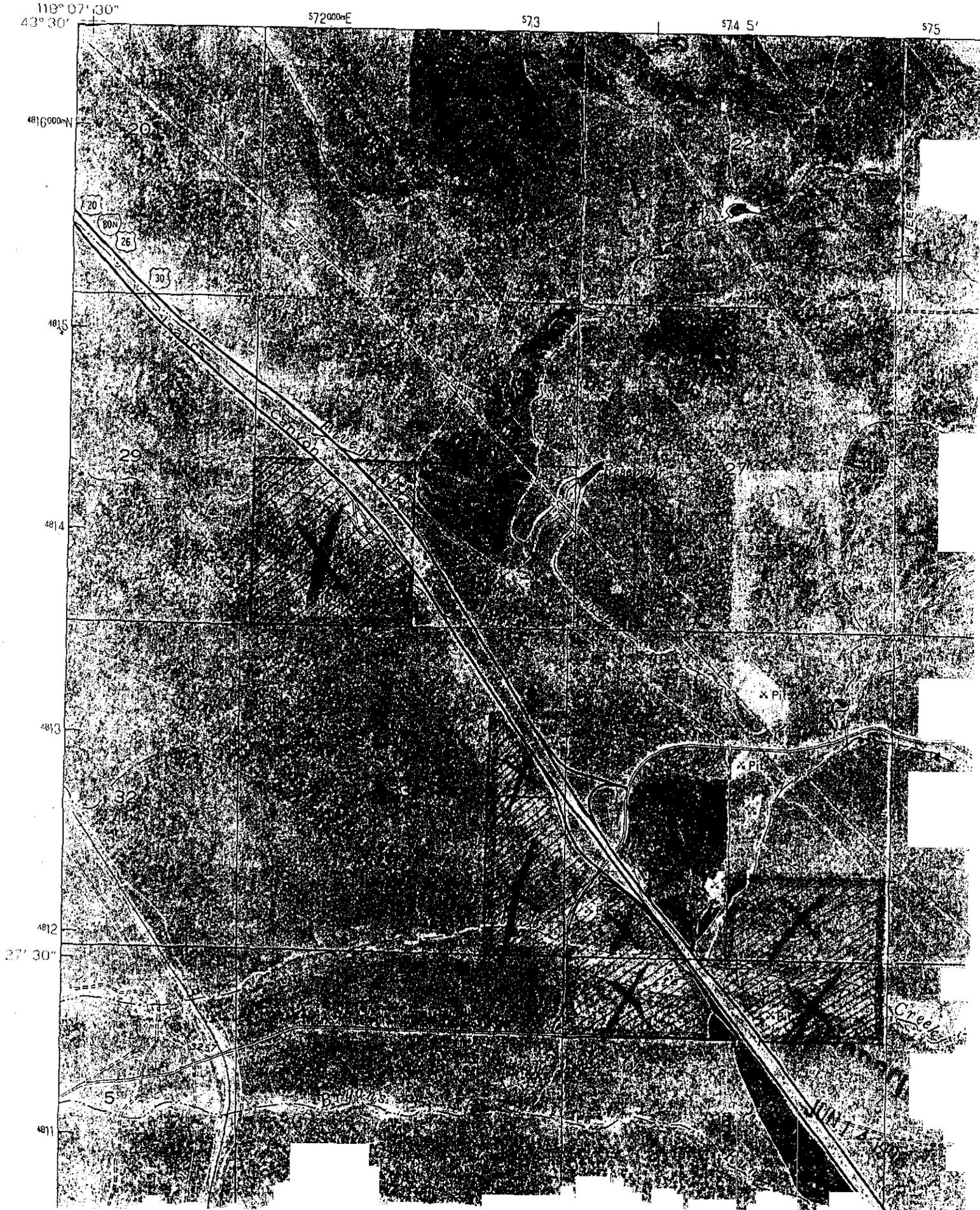
DEPARTMENT OF WATER RESOURCES

UNITED STATES

DEPARTMENT OF THE INTERIOR

GEOLOGICAL SURVEY

Jon Prigge



WARRANTY DEED

3021886

For Value Received

JOHN E. HISEL and JUANITA P. HISEL, husband and wife, the grantor s do hereby grant, bargain, sell and convey unto DENNIS M. BAKER and JEAN S. BAKER, husband and wife, the grantees, whose current address is 2222 Broadway Avenue, Boise, Idaho 83706 the following described premises, in Ada County Idaho, to-wit:

That part of the North half of the Northwest quarter, Section 3, Township 1 North, Range 3 East, Boise-Meridian, Ada County, Idaho, lying Southwesterly of U.S. Highway No. 30; EXCEPT Ditch and Road rights-of-way;

and that part of the North half of the Northeast quarter, Section 3, Township 1 North, Range 3 East, Boise-Meridian, Ada County, Idaho, lying Southwesterly of Interstate I-80 North; EXCEPT Ditch and Road rights-of-way;

and that portion of the Southwest quarter of Section 34, Township 2 North, Range 3 East, Boise-Meridian, Ada County, Idaho, lying Southwesterly of Interstate 80 North; EXCEPT Ditch and Road rights-of-way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 5, 1976

JOHN E. HISEL

JUANITA P. HISEL

STATE OF IDAHO, COUNTY OF Ada On this 5th day of May, 1976 before me, a notary public in and for the said State, personally appeared JOHN E. HISEL and JUANITA P. HISEL, husband and wife,

knows to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Residing at Boise, Idaho Comm. Expires 4/5/76

STATE OF IDAHO, COUNTY OF Ada I hereby certify that this instrument was filed for record at the request of PIONEER TITLE CO.

at 40 minutes past 3:00 day of April 1976 in my office, and duly recorded in Book of Deeds at Page

JOHN BASTIDA

Ex-Officio Recorder

By Deputy.

Fees \$ 3.00 Mail to:

JUN 14 1995



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

ADAMS RECORDS FOR *Dennis Baker*
J. DAVID [unclear] BY *B. Belveal*
RECORDED BY *600*

'91 NOV 21 PM 3 37

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(CORPORATE FORM)

OREGON TRAIL HEIGHTS CORPORATION

organized and existing under the laws of the State of Idaho, with its principal office at Boise, a corporation
of County of Ada, State of Idaho.

grantor, hereby CONVEYS or GRANTS and WARRANTS TO
DENNIS M. BAKER and JEAN S. BAKER, husband and wife

of 1523 E. BOISE AVE., Boise, Idaho 83706, grantee(s)
for the sum of

One (and other valuable consideration) ----- DOLLARS,
the following described tracts of land in Ada County, State of Idaho:

As set forth on the attached Exhibit "A", which by this reference becomes a part
hereof, and which is comprised of one (1) page;

Location of above described property

House No. _____ Street _____

The officers who sign this deed hereby certify that this deed and the transfer represented hereby are authorized under a
resolution adopted by the board of directors of the grantor at a lawful meeting held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized
officers this 12th day of October, A.D. 1991

OREGON TRAIL HEIGHTS CORPORATION
(CORPORATE NAME)

By: Dennis M. Baker
PRESIDENT
Attest: _____
SECRETARY

STATE OF IDAHO

Ada

On this 18th day of October, 1991, before me
a notary public,

personally appeared Dennis M. Baker
known or identified to me to be the President

of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same

JUN 14 1995

A portion of the SW 1/4 Sec. 34, T. 2 N., R. 3 E., B.M.
and a portion of the NW 1/4 Sec. 3, T. 1 N., R. 3 E., B.M., more
particularly described as follows:

Commencing at the NW corner of Section 3, T. 1 N., R. 3 E.,
B.M.;

Thence S. 89°47'23" E. along the North Section Line of said
Section 3, 1488.44 feet to a steel pin, the Real Point of Beginning;

Thence N. 0°12'37" E. 84.04 feet to a steel pin;

Thence N. 52°29'42" E. 185.91 feet to a steel pin on the
South Right-of-Way of I-80 N. Interstate Highway;

Thence along said Right-of-Way Line S. 37°30'18" E. 250.00
feet to a steel pin on the section line;

Thence S. 89°47'23" E. along said section line 94.50 feet to
a steel pin;

Thence S. 37°30'18" E. 782.20 feet to a steel pin;

Thence leaving said Right-of-Way Line S. 65°33'24" W. 138.01
feet to a steel pin;

Thence N. 81°54'15" W. 754.70 feet to a steel pin;

Thence N. 0°12'37" E. 572.79 feet to the Real Point of Beginning.

Contains 10.008 acres.

JUN 14 1995

Form (RM)-K
(July 1987)

The United States of America

9166505

PIONEER TITLE CO.

To all to whom these presents shall come, Greeting: ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY

J. Navarro
300

IDI-27025

'91 NOV 22 AM 11 56

WHEREAS

Dennis M. Baker and Jean S. Baker

are entitled to a land patent pursuant to the Act of October 21, 1976
(Section 206, 90 Stat. 2756; 43 U.S.C. 1716), for the following described
land:

Boise Meridian, Idaho

T. 2 N., R. 3 E.,
sec. 34, S4SEk.

Containing 80.00 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES,
unto the above named claimants the land above described; TO HAVE AND TO
HOLD the said land with all the rights, privileges, immunities and
appurtenances, of whatsoever nature, thereunto belonging, unto the said
claimants, their successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon
for ditches or canals constructed by the authority of the United States.
Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the
Bureau of Land Management, in accordance with the provisions of the
Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States,
caused these letters to be made Patent, and the seal of the Bureau to be
hereunto affixed.

GIVEN under my hand in Boise, Idaho
the FOURTEENTH day of NOVEMBER
in the year of our Lord one thousand nine hundred and
NINETY-ONE and of the Independence of the
United States the two hundred and SIXTEENTH

By *[Signature]*
Deputy State Director for Operations

Patent Number 11-92-0003

JUN 14 1995



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

9166304

ADA COUNTY RECORD FOR
J. DAVID MARRON
RECORDED BY *Belveal*
600

'91 NOV 21 PM 3 37

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(CORPORATE FORM)

OREGON TRAIL HEIGHTS CORPORATION
organized and existing under the laws of the State of Idaho, with its principal office at Boise, a corporation
of County of Ada, State of Idaho.
grantor, hereby CONVEYS or GRANTS and WARRANTS TO
DENNIS M. BAKER and JEAN S. BAKER, husband and wife
of 1523 E. BOISE AVE. Boise, Idaho 83706 (grantees)
for the sum of

One (and other valuable consideration) ----- DOLLARS.
the following described tract(s) of land in Ada County, State of Idaho:
As set forth on the attached Exhibit "A", which by this reference is made a
part hereof, and which is comprised of one (1) page:

Location of above described property
House No. Street

The officers who sign this deed hereby certify that this deed and the transfer represented hereby are authorized under a resolution adopted by the board of directors of the grantor at a lawful meeting held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this _____ day of October, A.D. 1991

OREGON TRAIL HEIGHTS CORPORATION
(CORPORATE NAME)
By: *Dennis M. Baker* PRESIDENT
Attest: *Jean S. Baker* ASST. SECRETARY

STATE OF IDAHO County of Ada

On this 18th day of October 1991, I, _____, a notary public,

personally appeared Dennis M. Baker known or identified to me to be the President of the corporation that executed the instrument or the person _____ who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same

Notary _____
Residing at _____
My Comm. Expires _____

JUN 4 1995

A parcel of land lying Southwesterly of the Southwesterly right-of-way line of Interstate Highway I-84, Federal Aid Project (F.A.P.) I-80N-2(3)61, as filed in the Office of the State of Idaho Department of Highways, Boise, Idaho, lying in portions of the SE 1/4 of the NE 1/4 and the E 1/2 of the SE 1/4 of Section 33, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at the one-quarter corner common to Section 34 and the said Section 33; thence
South $0^{\circ}12'32''$ West 681.49 feet along the Easterly boundary of the said SE 1/4 of Section 33 to a point on the Southwesterly right-of-way line of Ramp AB of the said Interstate Highway I-84, also said point being the REAL POINT OF BEGINNING; thence
continuing South $0^{\circ}12'32''$ West 1,977.24 feet along the said Easterly boundary of the SE 1/4 of Section 33 to a point marking the section corner common to the said Sections 33 and 34 and Sections 3 and 4, Township 1 North, Range 3 East, Boise Meridian; thence
North $89^{\circ}31'40''$ West 1,319.89 feet along the Southerly boundary of the said SE 1/4 of Section 33 to a point marking the Southwest corner of the said E 1/2 of the SE 1/4 of Section 33; thence
North $0^{\circ}08'50''$ East 2,660.53 feet along the Westerly boundary of the said E 1/2 of the SE 1/4 of Section 33 to a point of marking the Southwest corner of the said SE 1/4 of the NE 1/4 of Section 33; thence
North $0^{\circ}08'18''$ East 1,328.29 feet along the Westerly boundary of the said SE 1/4 of the NE 1/4 of Section 33 to a point marking the Northwest corner of the said SE 1/4 of the NE 1/4 of Section 33; thence
South $89^{\circ}34'07''$ East 141.28 feet along the Northerly boundary of the said SE 1/4 of the NE 1/4 of Section 33 to a point on curve on the said Southwesterly right-of-way line of Interstate Highway I-84; thence
along the said Southwesterly right-of-way lines of Interstate Highway I-84N and Ramp AB the following courses and distances:
Southeasterly along a curve to the left 1,394.01 feet, said curve having a central angle of $3^{\circ}28'12''$, a radius of 23,018.41 feet, tangents of 697.22 feet and a long chord of 1,393.79 feet bearing South $35^{\circ}46'39''$ East to a point of ending of curve; thence
South $37^{\circ}30'18''$ East 42.79 feet to a point; thence
South $32^{\circ}27'22''$ East 56.24 feet to a point of beginning of curve; thence
Southeasterly along a curve to the right 423.91 feet, said curve having a central angle of $17^{\circ}49'40''$, a radius of 1,362.39 feet, tangents of 213.68 feet and a long chord of 422.20 feet bearing South $23^{\circ}29'09''$ East to a point of ending of curve; thence
South $14^{\circ}40'37''$ East 166.65 feet to a point of beginning of curve; thence
Southeasterly along a curve to the left 277.66 feet, said curve having a central angle of $10^{\circ}35'47''$, a radius of 1,501.32 feet, tangents of 139.23 feet and a long chord of 277.26 feet bearing South $19^{\circ}51'09''$ East to the REAL POINT OF BEGINNING.

RECORDED
JUN 14 1995

WARRANTY DEED

For Value Received

RAJU CHACKO AND ELIZABETH R. CHACKO, husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto DENNIS M. BAKER, a married man dealing for h's sole and separate estate, the grantea , whose current address is 1523 E. Boise Avenue, Boise, Idaho 83706 the following described premises, in Ada County Idaho, to-wit:

All of that portion of Lots One, Two and Three of Section Three, Township One North, Range Three East, Boise Meridian, lying North and East of the right of way for Interstate Highway No. 84 formerly Interstate Highway No. 30 as conveyed to the State of Idaho under deed recorded November 10, 1961 under Instrument No. 515175 except the E. 50 feet of government Lot 1.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , his heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee , that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 21, 1981

Raju Chacko

Elizabeth R. Chacko

STATE OF IDAHO, COUNTY OF Ada On this 21st day of February, 1981, before me, a notary public in and for the said State, personally appeared Raju Chacko and Elizabeth R. Chacko, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Carol A. Kriz Notary Public Reading at Boise, Idaho Comm. Expires 4-5-84

STATE OF IDAHO, COUNTY OF Ada I hereby certify that this instrument was filed for record at the request of Dennis M. Baker at 50 minutes past 10 o'clock A.M., this 21st day of March 1981 in my office, and duly recorded in Book of Deeds at Page

JOHN BASTICA

Ex-Officio Recorder

By [Signature] Deputy Fees \$ 200 Mail to:

JUN 7 1985

7607945

REFEREES' DEED

THIS INDENTURE, made this ^{18th} day of January, 1978, between JAMES EMERY, TOM POWELL and V. A. BENNETT, Referees, parties of the first part, and DENNIS M. BAKER, party of the second part, and Jean S. Baker, h/w Address: 1523 E. Boise Ave., Boise, Idaho

W I T N E S S E T H:

WHEREAS, in an action of partition in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, wherein Luvelt Bartemus Palmer, Robert Vernon Palmer, Alva Norman Palmer, Ralph Eugene Palmer, Clarence W. Clark, Mildred Clark Gilpin, Goldie Clark Quarness, Paul W. Clark, John Buesing, Gary Clark, Vern Clark, Beverly Clark Weisler, and Marilyn Clark Stewart were Plaintiffs, and Gretchen Buesing Madsen, Estelle Buesing Carlson, Edward J. Buesing and Evelyn Clark were Defendants. The said parties of the first part were, on the 28th day of November, 1977, duly appointed by said Court as Referees to partition and sell the following described real property, to-wit:

The North half of the Southwest Quarter and Lots 3 and 4, EXCEPT Interstate R/W Section 28, Township 2 North, Range 3 East of Boise Meridian, Ada County, Idaho.

and it having appeared to the Court that said property could not be equitably divided, the Court, on November 28, 1977, caused an Order to be entered authorizing said Referees to sell said premises upon the terms and conditions specified therein; and

WHEREAS, the said Referees did on the 12th day of January, 1978 sell said premises at public auction at Suite 530, Idaho First National Bank Building, in the City of Boise, County of Ada, State of Idaho, between the hours of 9:00 o'clock in the morning and 5:00 o'clock in the afternoon of that day, namely at 10:00 o'clock a.m., after first having given notice of the time and place of said sale by advertising the same according to law at which sale the premises were struck off and sold to Dennis M. Baker for the sum of \$80,000.00, lawful money of the United States, the said Dennis M. Baker being the highest bidder, and that being the highest sum bid; and

WHEREAS, on the ^{18th} day of January, 1978, the said Court approved and confirmed said sale and by Order directed the said parties of the first part to execute to the said party of the second part a conveyance in due form of law for the said parcel of land so sold to him as aforesaid, and accept as security for the balance of the purchase price a promissory note and mortgage.

NOW, THEREFORE, this indenture witnesseth that in consideration of the premises and of the sum of \$80,000.00 so

JUN 14 1995

bid and in part paid by the party of the second part in conformity with the law and in obedience to the Order of said Court, we, Tom Powell, V. A. Bennett and James Emery, parties of the first part, do by these presents grant, sell and convey unto the said Dennis M. Baker, party of the second part, and to his heirs and assigns, the said parcel of real property described as follows, to-wit:

The North half of the Southwest Quarter and Lots 3 and 4, EXCEPT Interstate R/W Section 28, Township 2 North, Range 3 East of Boise Meridian, Ada County, Idaho,

lying and being in the County of Ada, State of Idaho, to have and to hold the same in the party of the second part as fully and absolutely as the said parties of the first part, by virtue of the premises, might and could sell the same.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

James Emery
James Emery
Tom Powell
Tom Powell
V. A. Bennett
V. A. Bennett

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of January, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES EMERY, TOM POWELL and V. A. BENNETT, known to me to be the persons whose names are subscribed to the within instrument as Referees, and acknowledged to me that they executed the same as such Referees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, ss. **SAFECO TITLE**
Filed for record at the request of _____
_____ Min. past _____ o'clock _____ M. this 15 day of Feb 1978
CLARENCE A. PLAMANTIS, Recorder
By [Signature] Deputy

REFEREES' DEED - 2

JUN 14 1995

MEMORANDUM

Date: April 18, 1995
From: Jim Johnson
To: File
Subject: Application for Amendment of Permit

=====

On November 17, 1993 Joan Prigge filed an application for amendment of permit requesting three additional points of diversion. During the state office review of this application the applicant was contacted and was requested to show verification of land ownership of the lands identified under the permit. In response to this request the department received conformation of ownership of 193.4 acres of the 450 acres identified on the permit.

In a meeting with the applicant on November 17, 1994 I agreed to allow additional time to the applicant to provide verification of land ownership. We agreed that a date of February 14, 1995 would provide adequate time to collect the additional documentation.

In the following months the applicant made several phone calls asking for additional time. On about March 20, 1995 I received a phone call that additional land owner verification would be received soon. I continued to allow additional time because she convinced me that she was making reasonable efforts to collect the requested information.

On April 25, 1995 I received from Dennis Baker signed agreement for joint develop of water between himself and Ms. Prigge for lands that he owns that was identified under this right.

An order for partial approval of the application for amendment of this permit will follow.

JUN 14 1995

M E M O R A N D U M

DATE: November 17, 1994

TO: File 63-11540

FROM: Shelley W. Keen SUK

RE: Meeting with Joan Prigge on 11-15-1994

=====

Two days ago Joan Prigge met with Jim Johnson and ^{me} I to discuss her options related to this permit. At her request, we agreed that she could have three months to provide additional evidence of possessory interest in the place of use indicated on the permit. Ms. Prigge agreed that if she is unable to provide such evidence in three months, she will apply to amend this permit to remove from the place of use any land she does not own. Jim said he would consider allowing any lands within the currently permitted place of use description to remain on the permit if she could show ownership by February 14, 1995. In addition, she would have to agree that she would not attempt to relocate the additional land via amendment of permit.

JUN 1 4 1995



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

November 17, 1994

Joan Prigge
P.O. Box 190035
Boise, ID 83719

RE: Permit 63-11540

Dear Ms. Prigge:

This letter is to confirm that we will defer action to reduce your permit until February 14, 1995, to allow you an opportunity to submit additional information related to your possessory interest in the permitted place of use.

If you have any questions, please contact me at (208)327-7946 in Boise.

Sincerely,

A handwritten signature in cursive script that reads "Shelley Walter Keen".

Shelley Walter Keen
Water Rights Supervisor

SWK
Enclosure



JUN 14 1995

MEMORANDUM

DATE: November 3, 1994
TO: File No. 63-11540
FROM: Donna Corless
SUBJECT: Application for Amendment

=====

The Application for Amendment of this permit, filed on November 17, 1993, is still pending. It is our understanding that the Water Right Holder is presently considering amending this Application for Amendment.

63-11540

NOV 4 1995



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 20, 1994

JOAN PRIGGE
PO BOX 45118
BOISE ID 83711

RE: APPLICATION FOR AMENDMENT OF PERMIT NO. 63-11540

Dear Ms. Prigge:

Thank you very much for the information you submitted in response to our request for proof of possessory interest. Since we have found Lot 4 describes a lot location not previously identified on your permit application we will add these 38.28 acres to your amendment for permit.

We now have proof of ownership for the following land:

- Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) Section 4, Township 01N, Range 03E
- Lot 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) Section 4, Township 01N, Range 03E
- Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) Section 4, Township 01N, Range 03E
- Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) Section 4, Township 01N, Range 03E
- Section 4 (SE $\frac{1}{4}$ NW $\frac{1}{4}$) Township 01N, Range 03E

We will approve the amendment for permit only for the lands for which you have provided proof of ownership, which total 193.26 acres.

If you have any further information showing ownership of additional lands, please submit it within ten (10) days. If we do not hear from you we will process the amendment of permit as identified above.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:dc



JUN 14 1995



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

888 North Cole Road / Boise, Idaho 83704 / Telephone (208) 377-2700

April 06, 1994

ROBERT PRIGGE
JOAN PRIGGE
2218 N. LINDER ROAD
MERIDIAN, ID 83642

RE: Escrow No. 128465
PRIGGE/KARAGAINES/KARAGAINES/PRIGGE
Property Address: LOT 4, SECTION 4, TWN 1N, RANGE 3 EAST, BM
, ID

DEAR MR. AND MRS. PRIGGE;

The closing of your purchase of the above-noted property has now been completed. Enclosed for your records are your original Warranty Deed and Title Insurance Policy.

We appreciate having had this opportunity to be of service to you. If you have questions or if we can help you again, please feel free to contact us.

Very truly yours,
PIONEER TITLE COMPANY OF ADA COUNTY



SUE RICH
Escrow Officer

RECORDED

JUN 14 1995

AP

TWP.	RANGE	COUNTY	SCALE: 1" = 1 MILE				
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

Townships N+S
Range E+W

12 1935

Subdiv. lot 1 - 1000 sq. ft. lot 15 - 1000 sq. ft.

Gov. lot



JUN 14 1935



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

March 9, 1994

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

Joan Prigge
P O Box 45118
Boise, Idaho 83711

RE: APPLICATION FOR AMENDMENT OF PERMIT NO. 63-11540

Dear Ms. Prigge;

I am in the final phases of reviewing your application for amendment of Permit No. 63-11540. I find that on December 22, 1993 Mr. Dave Tuthill of our Western Regional office had sent you correspondence requesting a showing of possessory interest in 300 acres listed on your permit. To date we have not received a response to this request. If we don't received the requested information within 14 days of receipt of this letter I will take action to reduce the acres listed on the permit to 150 acres and this reduction will be reflected in the approval of the application to amend the permit.

If you have any questions on this matter please contact me at PH. 327-7947.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Johnson', written over a printed name and title.

Jim Johnson
Water Rights Supervisor

A faint, rectangular stamp, possibly a date or processing mark, located at the bottom of the page.

JUN 14 1995

MEMORANDUM

Date: March 9, 1994
From: Jim Johnson
To: Glen
Subject: Plan of Action for reducing acres on
Permit No. 63-11540

=====

Glen, following two actions that I foresee needing to be done on reducing the acres under this permit if possessory interest is not received. Am I correct?

1. Prepare correspondence informing permit holder of proposed action to approve the amendment of permit with reduced acres unless more information is received within XX days.
2. If no information is received, prepared an Memorandum Decision and Preliminary Order to summarize action leading to the acre reduction.

EX-100-11540-1124
JUN 24 1996

MEMORANDUM

To: Jim Johnson
From: L. Glen Saxton *LS*
RE: AMENDMENT APPROVAL
Date: March 9, 1994

Due to speculation considerations, I think it is reasonable to limit the extent of the water right on the amendment, if we are reasonably sure the permit holder does not have a possessory interest in the land eliminated from the permit.

Such limitation of a permit would have to be done through the conditions and be specific about the extent of the right remaining.

I note that the drilling permit issued by the region on November 12, 1993 has extensive approval conditions but does not include the 500 foot distance condition that we are proposing on the amendment. Have we coordinated our use of this condition on amendments and permits with the regions? If not, we probably need to do so soon to prevent some potential problems.

[Faint stamp]
JUN 14 1995

MEMORANDUM

Date: March 9, 1994
From: Jim Johnson
To: Glen
Subject: Application for amendment to change points of diversion

Glen, this file has some unique history after the permit was approved in August 1991 which prompted me to do some additional review and to prepare this memo in case you were also curious as to what was going on.

Apparently the Department received something after the permit was approved that caused doubt on the permit holder's possessory interest of the lands identified on the permit. Dave Tuthill, requested the permit holder for additional verification of ownership. No other action has been taken on this issue except in a letter to the permit holder from Dave T. further identified below.

The Application for Amendment of Permit was received on November 15, 1993, because a drilling permit was needed and the proposed well location was not described on the permit. Dave T. corresponded with the permit holder asking for clarification of the listed points of diversion and informed the permit holder that we still lacked sufficient verification of possessory interest for 300 acres of the 450 acres approved. Dave has indicated that, unless additional information is received, the recommendation for licensing of this right will limited to 150 acres.

My concern is this. Normally the examiner does not confirm land ownership at the time of the examination, therefore, there is a risk that the examination may reflect lands irrigated in trespass. This can be avoided if we reduce the permit to irrigation of 150 acres in processing this amendment application.

I have discussed this with Dave T. and he has no problem with reducing the permit, but, wondered if we could do it in processing this amendment. If we can, then the decision is yours.

I believe this amendment can be approved with our normal conditions or, if you want, we can pursue reducing the place of use.

1995

RECEIVED
FEB 17 1994

State of Idaho
Department of Water Resources
AMENDMENT ANALYSIS SHEET

Department of Water Resources

INITIAL REVIEW BY: Cyt

Right Number 63-11540 Applicant Jean Prigge

Purpose of Amendment: Change point of diversion. Add diversion point(s).

Increase amount. Change place of use. Other _____

CHECK:

- Description of amended point(s) of diversion.
- Amount, nature and period of use. If increased, delay date of priority.
- Description of amended places of use. If expanded, delay date of priority.
- Ownership of point of diversion and place of use. (See file - all P/B's within area owned by applicant except LOT 4 (NWNW) SEC 4 - applicant has option to purchase, will show proof of possessory interest in order to include acres on license.)
- Map.
- Signature (must be permit holder).
- Fee.
- Existing water rights from the same source, amended place of use.
- Right number(s) NONE
- Yes No Should amendment be advertised?
- Yes No Should date of priority be delayed? If yes, to what date? _____

FINAL REGIONAL PROCESSING REVIEW:

- Affidavit of publication received.
- Amendment published correctly.
- None Protests processed.
- Approve.
- Deny.

Conditions _____

By Dur Date 2/15/1995

STATE OFFICE PROCESSING:

- Amendment correct and complete. By CZ Date 3/4/94
- Approved copy sent to applicant and to Region. By _____ Date _____

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

RECEIVED

JAN 28 1994

WATER RESOURCES
WESTERN REGION

The Idaho Statesman

P.O. BOX 40, BOISE, IDAHO 83707

LEGAL ADVERTISING INVOICE

Amount Due

40.80

Account Number 04762800		Identification NOTICE OF APPLICATION FOR AMENDMENT	
Ordered By Sue Taylor	P.O. Number	Rate NT	Run Dates January 20, 27, 1994
State of Idaho DEPARTMENT OF WATER RESOURCES Western Region 2735 Airport Way Boise, Idaho 83705-5082		Estimated Inches	Real Inches
		# Affidavits 1	Legal Number 6723

CAROL PAYNE-CULPAN

being duly

sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto; that said notice was published in The Idaho Statesman in conformity with Section 60-108, Idaho Code as amended, for TWO

consecutive weekly consecutive daily single odd skip

insertion(s) beginning with the issue of JANUARY 20, 1994

and ending with the issue of JANUARY 27, 1994

Carol Payne-Culpan

STATE OF IDAHO)

ss.

COUNTY OF ADA)

On this 27TH day of JANUARY in the year of 1994, before me, a Notary Public, personally appeared CAROL PAYNE-CULPAN, known or identified to

me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

LEGAL NOTICE
NOTICE OF APPLICATION FOR AMENDMENT

Notice is hereby given that permit No. 63-11540 in the name of Joan Prigge was filed on 5/28/1991 for the diversion of 8.26 from ground water with points of diversion within Lot 3 (NENW) Section 3, and Lot 2 (NWNE) Section 2, both in T01N R03E, and NESW Section 34, T02N R03E to be used for Irrigation, Commercial and Domestic purposes within portions of Sections 3 and 4, T01N R03E and Section 34, T02N R03E.

The permit holder now proposes to amend the permit by changing the designated points of diversion to Lot 1 (NENE), Lot 2 (NWNE), Lot 4 (NWNW) and SENW Section 4, T01N R03E, for a total of four proposed points of diversion.

Any protest against the approval of the proposed amendment must be filed with the Department of Water Resources, 2735 Airport Way, Boise ID 83705 on or before February 7, 1994.

R Keith Higginson
Director

Pub. January 20, 27, 1994 6723

LT3 S3
LT2 S4

ELAYNE L. BARKLOW
★ NOTARY PUBLIC ★
STATE OF IDAHO

Elayne L. Barklow
Notary Public for Idaho
Residing at BOISE, ID
My commission expires: 2-11-98



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

January 12, 1994

THE IDAHO STATESMAN
PO BOX 40
BOISE ID 82707

Dear Legal Dept.:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before February 7, 1994.

Yours truly,

A handwritten signature in cursive script that reads 'Sue'.

Sue Taylor
Secretary, Office Coordinator

Enclosure

A faded, rectangular stamp with illegible text, possibly a date or reference number.

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NOTICE OF APPLICATION FOR AMENDMENT

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Any protest against the approval of the proposed amendment must be filed with the Department of Water Resources, 2735 Airport Way, Boise ID 83705 on or before February 7, 1994.

R Keith Higginson
Director

Published 1-20 and 27, 1994 in Idaho Statesman.

JUN 14 1995

DT :

12/8/93

My observations &/or questions pertaining to this permit: See attached analysis map.

There is satisfactory evidence, as Lynn says, of the purchase from Bagley, ~150 acres, with possessory interest at time of filing.

Ms. Prigge also claims to have purchased 38.38 acres from Manuel Karagianes, based on ~~a~~ verbal offer made prior to filing. However, I can't find documentation of that sale or the location of the acres. What legal? Sale final?

(if legit, couldn't these also be considered for development? if acquired in same manner as Bagley acres, per Lynn's comments)

There is mention of 90 acres "lost" - sale fell through. A copy of sales agreement is included but the only location description is "west of I-84 & south of Blacks Creek Rd". What is location of "lost acres"?

Acres NE of I-84 in Sec 34 not mentioned - what is status of those?

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Once land ownership is clarified, where does she want the P/O's? She is currently drilling (deepening) in ^{LOT 1} (NENE) SEC 4. Two of permitted P/O's are on questionable lands. The third is in LOT 2 SEC 4 (NWNE).

CH

LAND

- ① LOST - 90+ acres
- ② WCC - 150 acres
- ③ MANUAL - 3600 acres

ENCLOSURE

JUN 24 1995

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR DRILLING PERMIT

1. Name: JOAN PRIGGE O 208-323-0618
Address: PO BOX 45118 10521 Lake Hazel Rd
BOISE ID 83709

2. Proposed Well Location: Township 01N, Range 03E, Sec. 4, NENE
ADA County

Street Address of Well Site: BLACKS CREEK EXIT I-84
ID

3. Proposed Use of Well: Non-Domestic Non-Domestic

4. Well Construction Information:

- A. Deepen
 - B. Proposed Surface Diameter 16 In. Proposed Maximum Depth 1500 Ft.
 - C. Anticipated Bottom Hole Temperature: 85 F or less (Cold water well)
- (NOTE: Construction diagrams and/or other information may be requested for monitor, low temperature geothermal, municipal and artesian wells.)

5. Construction Start Date: 11/15/93

6. Anticipated Well Driller: Ray Starr Construction #498
NOTE: The actual well driller must be identified prior to drilling.

7. Applicant's Signature Joan Prigge Date 11-9-93
Title Owner
(Owner, Firm Representative, Other)

Fee \$ 200.00 Received by _____ No. W014880 Date _____

(Continued)

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ACTION OF THE DEPARTMENT OF WATER RESOURCES

This permit is Approved.Date: 11/12/1993

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. READ CAREFULLY!

CONDITIONS OF APPROVAL:

1. This drilling permit is valid for two (2) months from the approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
3. The well shall be constructed by a driller currently licensed in the state of Idaho who must maintain a copy of the drilling permit at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
7. If the bottom hole temperature of 85 degrees or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
8. The screened, perforated, filterpacked or otherwise open and commingled strata shall not exceed 25% of the total well depth as measured from the bottom of the open interval to the top of the open interval (S). If however through geophysical logging of the well it can be demonstrated that the aquifers to be produced from are under similar hydraulic head and quality this may be waived and a greater open (screened or filterpacked section) may be approved.
9. If an annular seal of bentonite is to be utilized, a high (>30%) solids bentonite shall be pumped from the bottom up to land surface. The bentonite shall not contain chemical polymers which effect long term stability of the seal and are often found in drilling fluid grade bentonites, but rather will be specifically recommended by the manufacturer for use as a seal material in water wells.
10. If an annular space of at least 4 inches greater than the outside diameter of the casing is provided a granular bentonite or bentonite chips may be poured at the manufacturers recommended rate or no greater than 50 pounds in five minutes. The pour shall also be sifted through 1/4 inch mesh screen to reduce the introduction of fines unless the annular space is free of water ie. (above the water table and there is no cascading water).
11. Another means of seal placement or seal material may be approved after the Department has had an opportunity to review said changes. A 24 hour review period will be provided for department personnel should said changes become necessary.

(Continued)

JUN 14 1995

CONDITIONS OF APPROVAL:

- 12. Each casing string shall be sealed into an aquitard (confining layer). Prior to the commencement of drilling through the aquitard in which the casing string was set, the integrity of the seal shall be tested. The means of testing shall be through a baildown test or other other acceptable method with a minimum leakage rate considered
- 13. The screen, perforated, filterpacked or otherwise open and commingled strata which are to be produced from, shall be of similiar hydraulic head, temperature and quality. If there are notable variations encountered as the well is drilled and/or developed the Department will be notified for evaluation.

David R. Tuttle
 Signature of Authorized Dept. Representative

Mgr. Naska Reg Off
 Title

EXTENSION OF DRILLING PERMIT

Extension Approved by: _____

Approval Date: _____

Expires On: _____

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 JUN 14 1995



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

December 22, 1993

Ms. Joan Prigge
10521 Lake Hazel Road
Boise, ID 83709

RE: Permit No. 63-11540

Dear Ms. Prigge:

The purposes of this letter are to request some additional information relative to the Application for Amendment that you filed on November 15, 1993, to change the point(s) of diversion on the above-referenced permit, and to advise you about the status of our possessory interest interpretation for the permit.

Regarding the Application for Amendment, only one point of diversion is shown. Do you intend to retain with the permit any of the three other points shown on the original permit? If so, please advise within the next two weeks.

Last year we exchanged some correspondence relative to your possessory interest in the permit. You supplied information that resulted in our determination that you demonstrated possessory interest in enough acres to warrant the issuance of a well drilling permit. You demonstrated that at the time you filed the application for permit, you had received verbal approval to purchase the 150 acre portion from Alma Bagley, located within Lots 1-3 and the SE1/4 NW1/4, Sec. 4, Twp. 1 N, Rge. 3 E, B.M. The subsequent follow-up and purchase of this property that you have documented demonstrates genuine intent and lack of speculation.

With respect to the remaining 300 acres under the permit, the information in our file presently does not support any contention that the permit was filed for these acres in a valid manner. Thus, unless further convincing documentation is provided to this office, our recommendation at the time of licensing this water right will be that the permit be limited to the developed portion of the above-identified 150 acres. If you have further information in this regard, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read 'David R. Tuthill, Jr.', written in dark ink.

David R. Tuthill, Jr., P.E.
Manager, Western Regional Office

cc: State Office File

RECORDED

JUN 14 1995

MEMO

TO: David Tuthill *DT*
FROM: A. Lynne Krogh-Hampe
DATE: June 26, 1992
RE: Permit No. 63-11540

The purpose of this memo is to respond to your question as to whether this permit should be cancelled pursuant to Idaho Code §42-311 on the basis that the applicant did not have an interest in the property at the time the application was filed.

In *Lemmon v. Hardy*, 95 Idaho 778, 519 P.2d 1168 (1974), the court held that filing an application for a permit with no possessory right in the land designated as the place of use amounted to speculation in and of itself, stating "[p]ersons may not file an application for a water right and then seek a place for use thereof." However, the rule expressed in the case is not as clear as it might seem, since the court in the same opinion noted that applications may be filed for public lands in which the applicant has no possessory interest, and that applications may be filed for private lands in which the applicant has no possessory interest but does have power of condemnation. The essence of the court's decision was that the application was based on a speculative intent, and this conclusion was likely based heavily on the facts of the particular case. Here, the applicant was simply a bidder for the lands designated as the place of use, the bid was ultimately awarded to others, at which point the application was amended to describe other lands. Under these facts, speculation was apparent.

With respect to permit 63-11540, Ms. Prigge did not have a possessory interest in the place of use at the time the application was filed. However, Ms. Prigge has submitted information that could support a finding that the application was not speculative with respect to a 150 acre portion of the described place of use at the time the application was filed. Her information indicates that with respect to this portion, she had a verbal agreement to purchase at the time the application was filed (May 1991), continuing diligent efforts to finalize the sale and substantial investment in these efforts (including a quiet title action to clear an IRS lien), culminating in a warrenty deed signed in April 1992; this information is fairly well documented in the copies she provided. Although the verbal agreement alone would not be sufficient, this together with the quick succession of activities requiring major investment and legal commitment shortly thereafter would indicate that the intent was genuine and therefore not speculative.

With respect to the remainder of the lands covered by the permit, there is insufficient information to overcome the inference of speculation arising from the lack of an ownership interest at

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the time the application was filed. Regarding the 90 acre parcel, it appears from Ms. Prigge's information that no real action regarding acquisition of the property occurred until November of 1991, and the sale was never in fact finalized. Regarding the remaining acres, there appears to have been only a very recent agreement as to a portion and future hopes for the rest.

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519 P.2d 1168

George LEMMON and Norman Standal,
Plaintiffs-Appellants,

v.

Earl M. HARDY and Richard Kaster,
Defendants-Respondents.

No. 11314.

Supreme Court of Idaho.

March 11, 1974.

Filers of first application for water permit petitioned for review of decision of director of Department of Water Administration that filers of second application had priority. The District Court, Fifth Judicial District, Twin Falls County, Theron W. Ward, J., affirmed the Department's decision and appeal was taken. The Supreme Court, McQuade, J., held that where land designated in first application at point of diversion was private property not owned by applicants, filing the application amounted to speculation.

Affirmed.

1. Appeal and Error ⇐854(2)

Where final judgment is entered upon a different theory, it will be upheld on the correct theory.

2. Waters and Water Courses ⇐133

A water right initiated on the unsurveyed public domain is valid, but a water right initiated by trespass on private property is invalid. I.C. §§ 42-202, 42-203.

3. Waters and Water Courses ⇐140

Where filers of first application for water permit did not own the private property to which the water was to be applied, the application was speculative, and Department of Water Administration properly granted priority to filers of second application who had been declared the successful bidders on the land. I.C. § 42-203.

4. Waters and Water Courses ⇐133

Persons may not file an application for a water right and then seek a place for use thereof. I.C. § 42-202.

Collins & Manly, Boise, for plaintiffs-appellants.

John A. Rosholt, of Parry, Robertson, Daly & Larson, Twin Falls, for defendants-respondents.

Nathan W. Higer, Deputy Atty. Gen., Boise, for amicus curiae.

McQUADE, Justice.

This action arises out of a dispute over the priority to the use of certain waters of Box Canyon Creek in Gooding County, Idaho. On June 19, 1969, the appellants, George Lemmon and Norman Standal, filed an application for water permit no. 36-7066 to divert 400 cubic feet of water from Box and Blind Canyon Creek. The application stated that the purpose of the diversion was for fish propagation, and that the water would be applied to land leased from the Idaho Power Company and/or Magic Springs, Inc. Notice of the application was published and the respondent Richard M. Kaster filed a protest.

On October 8, 1969, the respondents, Earl M. Hardy and Richard Kaster, were declared the successful bidders on the same Idaho Power Company property which the appellants had claimed as a leasehold in their application for a water permit. The respondents filed an application for water permit no. 36-7091 on October 27, 1969, for the diversion of 300 cubic feet of water from Box Canyon Creek for fish propagation. The application stated that the water was to be applied to the land purchased from the Idaho Power Company. Protests to the application were filed by the appellants.

On November 26, 1969, the appellants filed an "amended application" for permit no. 36-7066 for a total of 400 cubic feet of water from Box and Blind Canyon Creeks.

JUN 14 1995

The amended application changed the point of diversion¹ and place of use of the water.² Protests against the amended application were filed by the respondents.

The Department of Water Administration (hereinafter referred to as the Department) consolidated all the above protests and a hearing was held before the Director of the Department (hereinafter referred to as the Director) on October 19, 1970. Findings of fact, conclusions of law and an order were issued by the Director on April 28, 1971, which found that there was insufficient water available to satisfy both applications. The Director ordered that both applications be approved and water permits issued, but that the appellants' priority date to the use of the water be postdated from the date of their original application of June 19, 1969, to the date of their amended application of November 26, 1969. The respondents' priority date remained October 27, 1969.

Pursuant to I.C. § 67-5215, the appellants petitioned the district court to review the Director's findings of fact, conclusions of law and order. A judgment was entered by the district court which affirmed the Department's decision. The appellants appeal from that judgment to this Court.

[1] The Director's order was based on a holding that the respondents had a vested right as of the date of their application for a water permit to the continuance of existing stream conditions. This included the likelihood of the development of water rights by other applicants, but only in the place and manner set forth in their applications. In their appeal, the appellants contend that the Director's holding was erroneous and the trial court erred in af-

firming it. This Court need not rule on the Director's holding because there is an alternative basis to affirm the Director's order and the trial court's judgment.³

The hearing on the consolidated protests was held in accordance with I.C. § 42-203 which authorizes the Director to,

"[F]ind and determine from the evidence presented to what use or uses the water sought to be appropriated can be and are intended to be applied, and where such proposed use is such that it will reduce the quantity of water under existing water rights, or that the water supply itself is insufficient for the purpose for which it is sought to be appropriated, or where it appears to the satisfaction of the department that such application is not made in good faith, is made for delay or speculative purposes, or that the applicant has not sufficient financial resources with which to complete the work involved therein, the state reclamation engineer [director of the department of water administration] may reject such application and refuse issuance of permit therefor, or may partially approve and grant permit for a less quantity of water than applied for, or may grant permit upon conditions."

The respondents' protests were filed on the basis that the appellants' application for a water permit was not filed in good faith but for speculative purposes.

In its findings of fact the Director found that "at the time of filing Application for Permit No. 36-7066, on June 19, 1969, the applicants, Lemmon and Standal [appellants], had no interest in any part of the lands where they proposed to use the

1. Change point of diversion on Blind Canyon Creek from SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 28, Twp. 8S, R.14E., BM, to NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28, Twp. 8S, R. 14 EBM and changed the point of diversion on Box Canyon Creek from SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 28, Twp. 8S, R.14 EBM to NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 28, Twp. 8S R.14 EBM.
2. Change in place of use from Lots 2 and 5 and for 3, 4 and 7 of Sec. 28, Twp. 8S, R.14 EBM to SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 20, Twp.

8S, R.14 EBM; N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 29, Twp. 8S, R.14 EBM; NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28, Twp. 8S, R.14 EBM.

3. Where the final judgment of the district court is entered upon a different theory, it will be upheld on the correct theory. Johnson v. Gorton, 94 Idaho 595, 495 P.2d 1 (1972); Bjornstad v. Perry, 92 Idaho 402, 443 P.2d 999, (1968).

JUN 14 1995

water." ⁴ In its conclusions of law, the Director held:

"Applications for Permit Nos. 36-7066,

* * * Amended 36-7066, * * * are not void for having been filed without the applicants owning or possessing any rights to the lands where the proposed points of diversion are to be located or the proposed use is to be made. The filing of such applications without such land ownership is not, in and of itself, evidence of speculation and delay nor a demonstration of lack of good faith." ⁵

The Director's conclusion of law is in error.

The Director quotes extensively from *Kinney* on irrigation and water rights in reaching the conclusion that it is not speculation to file an application for a water permit without possessing any legal right to the use of the property designated as the point of diversion and place of use. The quotations include the statement that "Even trespassers upon the lands owned by others may make valid appropriations of water * * *." ⁶ The Director concluded that trespassers may make valid appropriations of water in Idaho ⁷ and he cited the cases of *Mahoney v. Neiswanger*; ⁸ *Sarret v. Hunter* ⁹ and *First Security Bank v. State of Idaho* ¹⁰ to support his conclusion. All three cases are limited on their facts to appropriations that were made on unsurveyed federally owned land. *Kinney* states that a " * * * settler upon the unsurveyed lands of the United States has never been regarded as a trespasser * * *." ¹¹ The cases clearly do not support the broad proposition that all trespassers may establish valid water rights.

4. Clerk's transcript, p. 7.
5. Clerk's transcript, p. 9.
6. 2 C. Kinney, *The Law of Irrigation and Water Rights* § 683 at 1190 (1912).
7. Clerk's transcript, p. 11.
8. 6 Idaho 750, 59 P. 561 (1899).
9. 32 Idaho 536, 185 P. 1072 (1919).

[2] Furthermore in the case of *Bassett v. Swenson* ¹² it was held that,

"It is quite generally held that a water right initiated by trespass is void. That is to say, one who diverts water and puts it to a beneficial use by aid of a trespass does not, pursuant to such trespass, acquire a water right. Any claim of right thus initiated is void." ¹³

The *Bassett* case involved a trespass upon land privately owned. The rule as to trespass and water rights in Idaho appears to be that a water right initiated on the unsurveyed public domain is valid, but a water right initiated by trespass on private property is invalid.

[3] In the case at bar the land designated as the point of diversion and place of use in appellants' original application was private property not owned by the appellants and therefore no valid water right could be developed on it. Since no valid water right was possible, it can be concluded that the application was filed for speculative purposes, not for development of a water right.

The Director also relied on the cases of *Marshall v. Niagara Springs Orchard Co.* ¹⁴ and *Bassett v. Swenson* ¹⁵ in holding that it was not speculation to file an application for the use of water on designated land without a possessory interest in the land. Both cases involved power companies that filed applications for the use of water before obtaining the land for the point of diversion and power facilities by condemnation. It was held that filing an application without land ownership did not invalidate the application as long as the description

10. 49 Idaho 740, 291 P. 1064 (1930).
11. § 687, p. 1189.
12. 51 Idaho 256, 5 P.2d 722 (1941).
13. *Ibid.*, at 259, 5 P.2d at 723.
14. 22 Idaho 144, 125 P. 208 (1912).
15. *Bassett v. Swenson*, *supra*, note

JUN 14 1995

of the diversion works was not obtained through trespass. The *Marshall* and *Bassett* cases are distinguishable from this action. The power companies possessed the power of condemnation which permitted them to acquire the necessary land. They were not seeking land upon which to beneficially use the water, but solely for the power site generation purposes. The appellants in this action had shown no means of acquiring the land stated in their original application.

The appellants' filing an application for a water permit with no possessory right in the land designated as the place of use amounted to speculation in and of itself. It is required by I.C. § 42-202 that an application for a water permit set forth,

"4. The location and description of the proposed ditch, channel or other work and the amount of water to be diverted and used.

* * * * *

"The application shall be accompanied by a plan and map in duplicate of the proposed works for the diversion and application of the water to a beneficial use, showing the character, location and dimensions of the proposed reservoirs, dams, canals, ditches, pipe lines and all other works proposed to be used by them in the diversion of the water, and the area and location of the lands proposed to be irrigated." (Amended 1973).

[4] Lack of a possessory interest in the property designated as the place of use is speculation. Persons may not file an application for a water right and then seek a place for use thereof.

The Director's order that the appellants' priority date be postdated to the date of their amended application of November 26, 1969, is correct and the order is affirmed.

Costs to respondents.

SHEPARD, C. J., and DONALDSON, McFADDEN and BAKES, JJ., concur.

519 P.2d 1171

John W. HART et al., Plaintiffs-Appellants,

v.

Reid STEWART, Defendant-Respondent.

Herman REISNER et al., Plaintiffs-Appellants,

v.

Reid STEWART, Defendant-Respondent.

No. 11297.

Supreme Court of Idaho.

March 11, 1974.

An appeal was taken from a decision of a local ground water board which was consolidated with a civil action for damages and an injunction for interference with water supply. The District Court of the Sixth Judicial District, Bannock County, Gus Carr Anderson, J., entered a judgment of dismissal and an appeal was taken. The Supreme Court, McQuade, J., held that an appeal taken within 60 days from denial of motion for rehearing by water board was timely and that allegations of complaint in civil action presented material issues of fact precluding summary judgment.

Reversed.

1. Evidence §83(1)

Since rules of Department of Water Administration did not provide for motions for reconsideration of its decisions but did provide for motions for rehearing after order has been entered, it would be presumed that water board which accepted motion of plaintiffs for reconsideration and ruled on it treated the motion as one for rehearing.

2. Waters and Water Courses §133

Although statutes did not provide for tolling of statute of limitations for taking appeal from order of the water board where motion for rehearing is filed, in interest and justice and fairness and to achieve uniformity with statute providing for tolling of 60-day limitation for appeals by filing of motion for new trial, filing of

JUN 14 1995



World Class Classics, Inc.

10332 Fairview Ave., Suite 201, Boise, Idaho 83704
(208) 323-9053 • FAX: (208) 377-2927

June 18, 1992

A. Lynne Krogh-Hampe, Deputy Attorney General
Department of Water Resources
1301 North Orchard
Boise, ID 83706

Dear Lynne:

Per our phone conversation today, I will summarize our purchases and negotiations that have been going on since April of 1991.

In November, 1991, an earnest money agreement with a \$1,000.00 deposit was placed on the 90 plus acres to verify intent to purchase. This land was lost due to underhanded actions of the present owner and the seller.

In early May, 1991, we called Alma Bagley and she said she would sell us the 150 acre parcel S1904110000, but Fred Bagley, her son, would handle the purchase. We called him and verbally made our deal to purchase. When he had time, after his trip to Europe, he would take the papers to his attorney, Don Koppel, and make the offer in writing to us, along with his sample contract of purchase. All this was completed and an earnest money agreement and deposit was finally done. A quiet title was necessary because of a former IRS lien. When it was cleared in December, 1991, we were able to complete our purchase.

Regarding other acres, Manual Karagianes was contacted at the same time early May, 1991. He told us of the total 3,600 acres available. We offered to buy it all. He began the process with co-owners, his two brothers, and we are still in that process. The first 38.38 acres purchased should be complete in three weeks. The rest is available January, 1993, when the current lease by a local rancher is over.

RECORDED
JUN 14 1995



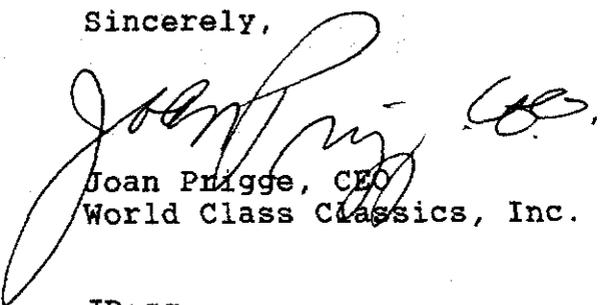
World Class Classics, Inc.

10332 Fairview Ave., Suite 201, Boise, Idaho 83704
(208) 323-9053 • FAX: (208) 377-2927

As you can see our intent is real, and we certainly are serious about all this land, and more. We have plans to develop each area when purchase is complete. Thus our request in a drilling permit.

Thank you for your help.

Sincerely,


Joan Prigge, CEO
World Class Classics, Inc.

JP:cg

JUN 14 1995

THIS INDENTURE, Made this _____ day of December, 1991
in the year of our Lord one thousand nine hundred and ninety-one, between

PAUL GLORFIELD, a single man,

of _____, County of _____

State of Idaho, the party of the first part, and

ALMA P. BAGLEY, a widow, and THE ESTATE OF ROSE B. EBY, DECEASED,

of Boise, County of Ada

State of Idaho, the parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
FORTY THOUSAND and XX/100 (\$40,000.00) ----- DOLLARS

of the United States of America, to him

in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has
GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does grant, bargain, sell
and convey, unto the said parties of the second part, and to their heirs and assigns forever, all

that certain lot, piece or parcel of land, situate, lying and being in the

County of Ada and State of Idaho,

and particularly described as follows, to-wit:

Lot 1, 2, and 3, and the Southeast Quarter of the Northwest
Quarter of Section 4, Township 1 North, Range 3 East of the
Boise Meridian,

EXCEPT that portion deeded to the State of Idaho by Deed
recorded in Book 185 of Deeds at page 453, and

ALSO EXCEPT that portion deeded to the State of Idaho by
Deed recorded under Recorder's Fee No. 513756, records of
Ada County, Idaho.

RE

RECORDED

JUN 14 1995

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.

THIS GRANT Is intended as a mortgage to secure the payment of that certain promissory note of even date herewith, executed and delivered by the said

Paul Glorfield to the said parties of the second part, of which note in the words and figures following, to-wit:

The sum of \$40,000.00 shall be paid by making annual principal payments of \$10,000.00, plus the payment of all accrued interest at the rate of nine (9%) percent per annum said payments to commence December 1, 1992 and shall continue thereafter until December 1, 1995 at which time all remaining principal and accrued interest shall be paid in full.

And these presents shall be void if such payment be made. But in case default shall be made in the payments of said principal sum of money, or any part thereof, as provided in said note, or if the interest be not paid as herein specified, then and from thenceforth it shall be optional with the said parties of the second part, their

Executors, administrators, or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable, although the time expressed in said note for the payment thereof shall not have arrived; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same and all benefit and equity and redemption of the said party of the first part, his heirs, executors, administrators or assigns, according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said promissory note, together with the costs and charges of foreclosure suit, including all counsel fees and also the amounts of all such payments of taxes, assessments, incumbrances, or insurance as may have been made by said parties of the second part, their heirs, executors, administrators or assigns, by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, rendering the over plus of the purchase money (if any there shall be) unto the said Paul Glorfield, part Y of the first part, his heirs, executors, administrators or assigns. And the said party of the first part do es hereby further covenant,

4 1995



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

You as escrow holder are not required to ascertain any consumer credit protection, "truth in lending" or similar laws, and it is agreed that you will have no liability for loss or damage arising out of non-compliance with such laws.

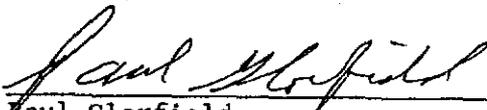
All adjustments to be made shall be done on the basis of a calendar year.

When requested to do so, a copy of the closing statement showing disbursements, in accordance with these instructions, may be delivered to the Broker who consummated the transaction, the Mortgagee or its agent or to your attorney.

Any amendment or supplements to any instructions must be in writing and if you as escrow holder are unable to comply with the instructions within Ten (10) days after the date of these instructions, the money and/or instruments shall be returned to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon as possible.

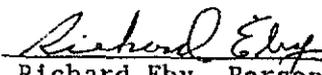
In the event that any controversy should arise between the parties hereto or with any third party, you as escrow holder shall not be required to determine the same or to take any action, but you may await settlement of any such controversy by joint instructions of the parties or an order or judgement by appropriate legal proceedings. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

I UNDERSTAND THAT IF I HAVE ANY QUESTIONS CONCERNING THESE ESCROW INSTRUCTIONS OR THE DOCUMENTATION I AM REVIEWING, I HAVE THE RIGHT TO REVIEW SUCH DOCUMENTATION WITH AN ATTORNEY OF MY CHOICE, AT MY OWN EXPENSE, PRIOR TO CLOSING.



Paul Glorfield

Alma P. Bagley
Representative



Richard Eby, Personal Representative

PIONEER TITLE COMPANY OF ADA COUNTY

BY: _____
LYNN BASURA, ESCROW OFFICER


JUN 14 1995

promise and agree, to and with the said parties of the second part, to pay and discharge, at maturity, all such taxes and assessments, liens, or other incumbrances now subsisting, or hereafter to be laid or imposed upon said premises or which may be in effect a prior charge thereupon to these presents, during the continuance hereof, and in default thereof, the said parties of the second part may pay and discharge the same, and may, at their option, keep fully insured against all risks by fire the buildings which are now or may be hereafter erected thereon, at the expense of the said part of the first part

and the sums so paid shall bear interest at the rate of nine (9%) per cent per annum until paid, and shall be considered as secured by these presents and be a lien upon said premises, and shall be deducted from the proceeds of the sale thereof, above mentioned, with interest as provided.

All sums due and owing pursuant to this mortgage and the promissory note secured hereby shall become automatically due and payable and fully accelerated if the Party of the First Part voluntarily or involuntarily transfers, assigns, hypothecates, leases for longer than two (2) years, further encumbers or otherwise makes a transfer of any interest whatsoever in the real property encumbered by this mortgage. In the event of such a transfer or further encumbrance, the Party of the Second Part shall have the right to foreclose against the described real property and to enforce all rights allowed by them under Idaho law.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

..... Paul Glorfield (SEAL)
..... Paul Glorfield
..... (SEAL)
..... (SEAL)
..... (SEAL)

STATE OF IDAHO, }
County of Ada } ss.

On this _____ day of December, in the year 19 91, before me, the undersigned, a Notary Public for said State,

personally appeared PAUL GLORFIELD

known to me (or proved to me on the oath of _____)

to be the { person whose name is _____ subscribed to } the within instrument,
(President, or Vice President, Secretary or Asst. Secretary) of the corporation that executed }

and acknowledged to me that he _____ executed the same.
(he, they, or such corporation)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

JUN 14 1995

Notary Public in and for the State of Idaho, residing at
Boise, Idaho
Commission expires: _____
County therein.

Leroy - PH: 334 9876
FX: 334 9880

342-0000 - Law office

5/1/91

Manuel Karagianas ✕ (509) 375 1679

Split between 3 boys
3600 ac. (3 sisters)

- Leased to Clayton Stewart for cattle

- 680 ac - in fence
by Nicholsons

112 ac. mining claim... Bender Creek
265 ac total

(375 ac.)

Kuna Mora Road area 680 ac total

RR Trade
"Bryan's Run" Part: Gmt., Nicholson, Karagianas

Mine ac. \$500 appraised

Offered \$200 / acre on Kuna-Mora Rd.

JUN 14 1995

PFM-02

NEW MASTER UPDATE

5/20/91 16:28:00

Parcel S1904130000 Code Area S2 Type Qty
Name KARAGIANES MANUEL T & BETTY B 050 275.28
190 3.00

Value
7121

Buyer (509) 375-1679

C/O
Address 519 HOLLY

RICHLAND WA
99352 - 0000

Bank Code
Lien Code
Trust
L.I.D.
Bankrupt
Sub.Code

Last Change : By :

Total 7121

Legal S2NE4 LOT 4 SW4NW4
N2SW4 SW4SW4
SEC 4 1N 3E

Part of Permit

Not part of Permit

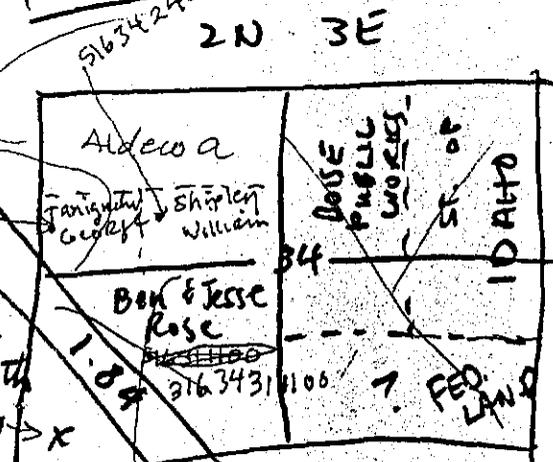
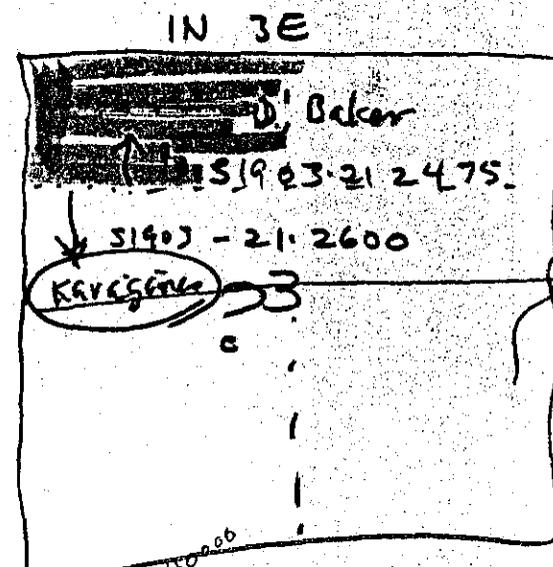
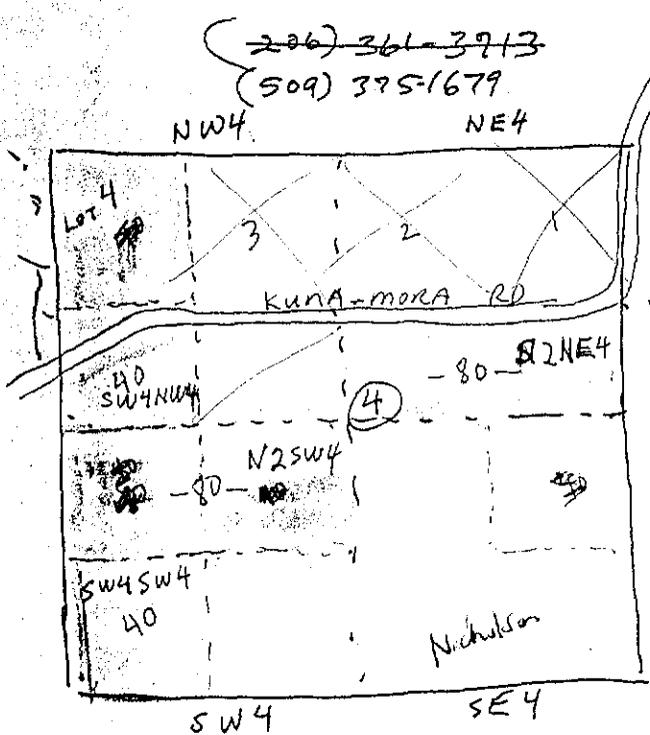
01N03E040000 1N 3E 04

Circuit Breaker
Hardship

Property
Address 00000

Zoning AP-1 ACTIVE D.D.
Type 1 REAL Roll 1 PRIMARY Occ. 0

CF3-Exit CF2-SELECT CF5-Corrected Notice CF6-Letters Data from Master



40
40
80
40
80
280 ac.

MODIFIED

JUN 14 1995

Helmide Keith
51634-333100-X

Talked to for
5/22/91 purchase



90+ ACRES - (LOST)



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

(This form to be used ONLY by members of the National Association of REALTORS)



This contract stipulates the terms of sale of the property. Read carefully before signing (including information on reverse side). This is a legally binding contract. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

White Cadillac Company Inc. Boise, Idaho Nov 2 19 90
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Blacks Creeks
City of Boise County of Ada Idaho legally described as: See Attached

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

EARNEST MONEY.

- (a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of ONE THOUSAND dollars (\$1,000) evidenced by: [X] Cash [] Personal Check [] Cashiers Check [] Note Due [] or
(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by [] Listing Broker [] Selling Broker [] Other (Broker)
(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event the financing contemplated herein by Buyer is not obtainable.
(d) The parties agree that Stewart Title Company shall provide said title policy and preliminary report of commitment and the "closing agent" for this transaction shall be Robin.

1. TOTAL PURCHASE PRICE IS Sixty Nine thousand DOLLARS (\$69,000) payable as follows:
a. \$109,000 Cash down, including above Earnest Money (Closing costs are additional).
b. \$ Balance of the purchase price (M.I.P. not included).

2. FINANCING. This agreement is contingent upon Buyer qualifying for:
[] FHA [] VA [] Conventional [] IHA. Purchase loan balance as noted above for a period of NA years at NA % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than NA points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed NA %.
[] Buyer to ASSUME and [] will [] will not be required to qualify for an EXISTING LOAN(S) of approximately \$ at no more than % with monthly payments of approximately \$ P [] I [] O [] Q. This agreement [] is [] is not contingent upon Lender releasing Seller's liability.
Type of loan NA Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

OTHER FINANCING, TERMS & CONDITIONS: CONTINGENT UPON BUYER BEING ABLE TO ACQUIRE SUITABLE ZONING - CONTINGENT UPON BUYER'S FINDING LAND IS IN LOCATION CORRECT.

3. THIS AGREEMENT [] is [X] is not CONTINGENT upon sale and closing of on or before listed with (If a contingency is noted please read applicable conditions in Paragraph # 15 on reverse side. NOTE: Any waiver by the Buyer under this section will be a waiver of ALL contingencies, including financing.)

4. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (If FHA/VA financing is sought see Item # 14 on reverse side): 90+ acres located west of E 280 S of Blacks Creek Rd.

5. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

6. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.
[] Yes [] No. Purchaser's Extended Coverage Title Policy requested. Additional premium paid by See item # 17 on reverse side.

Table with columns: Costs Paid By, Appraisal, Loan Assumpt., Well Inspect., Pump/Inspect Septic, City/County Code Inspect. If required, Contract and/or Document Prep., Closing Agent's Fee, Long Term Escrow Fees, Lender or Code Repairs. Rows include BUYER, N/A, SELLER, SHARE EQUALLY.

Cost of lender or code repairs not to exceed \$ Discount points to be paid as agreed on line 29 and 30. SELLER UNDERSTANDS that as a result of any city or county inspections HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED UNDER THIS AGREEMENT.

7. POSSESSION. Buyer shall be entitled to possession on [X] closing [] other "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of

8. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale. The closing date shall be no later than Dec 21 1990. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

9. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Nov 9 1990. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand. Seller's counter offer (if any) is made subject to the acceptance of Buyer on or before 12:00 o'clock midnight of TIME IS OF THE ESSENCE OF THIS AGREEMENT.

10. IMPORTANT - AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented Selma and the agent working with the seller represented Selma. Each party signing this document confirms that prior written disclosure of agency was provided to him / her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

Listing Agency: WRIS Realty 335-3000 Selling Agency: Judy Wood REALTAR
By: [Signature] Phone 343-5664 By: [Signature] Phone 343-7412
Buyer's Address:
Buyer's Phone: Residence Business

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller and the undersigned further agrees to pay a total brokerage fee of 0% FEW PERCENT JUN 14 1995 the above named Broker(s) for services. Brokerage fee will be paid in cash unless otherwise agreed in writing.

I/We further acknowledge receipt of a true copy of this agreement signed by both parties.
Seller: Date: Seller's Address:
Seller: Date: Seller's Phone: Residence Business

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this day of 19

Buyer: THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

Warranty Deeds

9037209 - med. Montyus 7-13-90
Alpine Enterprises

8315342

Quit claim - Deed 3-15-83 ?
Blades Creek Mgt., Inc. to Basic Amer.,

831-5343

Quit claim. V.C.H. Inc. 3-14-83
to Basic Amer, Inc.

8315341

3-15-83

G. C Deed -

Blades Creek to Natl Amer Enterprises

UT

8319646

4-19-83

Special Warranty Deed

Basic Amer., corp - E.J. Knudsen, Jr.

Natl Amer. Enterprises Inc.

8150999

Spec. War. Deed

7-8-81

(Basic Amer Enter
Natl Amer)

S. of Property
Amap Bagley & Rose Eby

Manuel & Betty Karagiamas 903162 (70's)

ADDENDUM No. _____

In reference to the PURCHASE AGREEMENT, EXCHANGE AGREEMENT, LEASE COUNTER OFFER — covering the real property, business, premises — commonly known as

East 1/2 SE 1/4 and SE 1/4 north 1/2 St. Quanten west of Highway Section 33 2N 35E dated NOVEMBER 2 1990, between white Cadillac Company Inc

"Buyers" and meall montague "sellers" (Alphine Interprize)

the undersigned Parties hereby agree as follows:

① "owner" to show proof of How laws says or have survey;

② The Buyer hereby acknowledges further that he has not received or relied upon any statements or representation by Broker or his representatives on How this land lays. the Buyer has entered into this agreement relying solely upon information and knowledge provided by the seller.

③ This land should be survey to show how the land lays. paid for by seller

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

DATED: _____ TIME: _____ DATED: _____ TIME: _____

_____ Buyer _____ Seller

_____ Buyer _____ Seller

Witness JUN 14 1995 _____ Agent Witness _____ Agent

Recorded at Request of _____

at _____, M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref. _____

Mail tax notice to National American Enterprises, 2358 South 3600 West, SLC, UT 84111

SPECIAL WARRANTY DEED

[CORPORATE FORM]

BASIC AMERICAN CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to

NATIONAL AMERICAN ENTERPRISES, INC., a Idaho corporation

of Salt Lake City, Utah
TEN DOLLARS and other good and valuable consideration
the following described tract of land in Ada
State of ~~Utah~~ Idaho:

grantee
for the sum of
DOLLARS
County,

See Schedule "A" attached hereto.

SUBJECT TO roads, rights of way, easements and items of public record.

INCLUDING ALL RIGHTS appurtenant thereto, if any.

Ada County, Idaho, ss.
Recorded

PIONEER HILL

TIME 9:00 AM

DATE 4-25-83

BY NOTARY

J. Steward
607

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 19th day of April, A. D. 1983

Attest:

Janice S. Enudson
Janice S. Enudson (Secretary)

BASIC AMERICAN CORPORATION

By

E. J. Enudson, Jr.
E. J. Enudson, Jr. (President)

[CORPORATE SEAL]

STATE OF UTAH

County of Salt Lake

On the 19th day of April, A. D. 1983

personally appeared before me E. J. Enudson, Grand Juror E. Enudson who being by me duly sworn did say, each for himself, that he, the said E. J. Enudson, Jr. is the president, and he, the said Janice S. Enudson is the secretary of BASIC AMERICAN CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said E. J. Enudson and Janice S. Enudson each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

JUN 14 1985

Boyd Enudson
Notary Public.

My commission expires 1-24-87 My residence is Salt Lake City, Utah

SCHEDULE A TO WARRANTY DEED DATED
APRIL 19, 1983, BASIC AMERICAN
CORPORATION AS GRANTOR AND NATIONAL
AMERICAN ENTERPRISES AS GRANTEE

SECTION 10, T2N, R3E, JM

The Northwest 1/4 of the Southwest 1/4; the East 1/2 of the Southwest 1/2; the South 1/2 of the North 1/2 of the Southeast 1/4; the Southwest 1/4 of the Southeast 1/4.

SECTION 14, T2N, R3E, JM

The North 1/2 of the Northwest 1/4.

SECTION 15, T2N, R3E, BM

The Northwest 1/4; the West 1/2 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; the Southwest 1/4 of the Southeast 1/4.

SECTION 21, T2N, R3E, BM

All.

SECTION 22, T2N, R3E, JM

The Northwest 1/4 of the Northeast 1/4; the West 1/2 of the Northwest 1/4; the Southeast 1/4 of the Northwest 1/4; the West 1/2 of the Southwest 1/4; the West 1/2 of the Southeast 1/4 of the Northeast 1/4; the East 1/2 of the Southeast 1/4; the southwest 1/4 of the Southeast 1/4.

SECTION 23, T2N, R3E, JM

The Northeast 1/4 of the Northeast 1/4.

SECTION 24, T2N, R3E, BM

The Southwest 1/4 of the Northwest 1/4; the North 1/2 of the Southwest 1/4; the West 1/2 of the Southwest 1/4 of the Southwest 1/4; the Southeast 1/4 of the Southwest 1/4; the South 1/2 of the Northeast 1/4 of the Southeast 1/4; the Southeast 1/4 of the Southeast 1/4; the North 1/2 of the Northwest 1/4 of the Southeast 1/4; the Southwest 1/2 of the Northwest 1/4 of the Southeast 1/4.

SECTION 25, T2N, R3E, BM

The South 1/2 of the Northeast 1/4.

SECTION 26, T2N, R3E, JM

The East 1/2 of the Northeast 1/4; the Northwest 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; the South 1/2 of the Southeast 1/4.

JUN 14 1995

QUIT-CLAIM-DEED

FOR VALUE RECEIVED, the undersigned BLACKS CREEK MANAGEMENT, INC., an Idaho Corporation, do hereby release, remise and forever quit claim unto ASIA ALBERTA CORPORATION, a Utah Corporation, whose current address is 1111 South 3600 West, Salt Lake City, Utah 84119, the following described real property situated in Ada County, Idaho, together with all appurtenances thereon, more fully described as:

THE FOLLOWING PROPERTIES, ALL OF WHICH ARE SITUATED IN TOWNSHIP 2 NORTH, RANGE 3 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO:

Section 24: The following portions of the Southwest Quarter: The North half, the Southeast quarter and the West half of the Southwest quarter; the Southeast quarter; and East half of the Southwest quarter.

Section 33
That portion of the Northeast quarter of the Northeast quarter lying Northeasterly of that certain Interstate Highway Right-Of-Way being more particularly described in a deed recorded October 27, 1961, as Instrument No. 514200.

Section 34
The Northwest quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of the Northwest quarter.

DATED this 15th day of March, 1983.

BLACKS CREEK MANAGEMENT, INC.
an Idaho Corporation

ATTEST:

[Signature]
Its: Sec

BY: [Signature]
Its: [Signature]

1983

SECTION 27, T2N, R3E, BM

The North 1/2; the Southwest 1/4.

SECTION 28, T2N, R3E, BM

The North 1/2; except freeway right of way.

SECTION 29, T2N, R3E, BM

The Southwest 1/4 of the Northwest 1/4.

SECTION 30, T2N, R3E, BM

The Northeast 1/4.

SECTION 32, T2N, R3E, BM

The Northeast 1/4; the East 1/2 of the Southwest 1/4; the West 1/2 of the Southeast 1/4.

SECTION 33, T2N, R3E, BM

North 1/2 of the Northeast 1/4, except freeway right of way; Southwest 1/4 of the Northeast 1/4; West 1/2 of the Southeast 1/4.

SECTION 34, T2N, R3E, BM

The North 1/2 of the Northwest 1/4.

SECTION 35, T2N, R3E, BM

The Northeast 1/4 of the Northeast 1/4.

SECTION 19, T2N, R4E, BM

Lot 4.

SECTION 30, T2N, R4E, BM

Lots 1 and 2; West 1/2 of the Southeast 1/4 of the Northwest 1/4; Northeast 1/4 of the Southwest 1/4; that portion of the West 1/2 of the East 1/2 of Section 30 lying south of Blacks Creek Road.

SECTION 31, T2N, R4E, BM

North 1/2 of the Northwest 1/4; West 1/2 of the Northwest 1/4 of the Northeast 1/4.

SECTION 4, T2N, R2E, BM

The East 1/2 of the West 1/2 of the Southwest 1/2 of the Southeast 1/4; the East 1/2 of the Southwest 1/4 of the Southeast 1/4; the Southeast 1/4 of the Southeast 1/4.

P.O. Box 159, St. Charles, Mo.
35472

WARRANTY DEED 9037209

For Value Received
KENNETH LINDQUIST statutory trustee of INTERNATIONAL INSTITUTE INC., A Utah defunct corporation
the grantor do hereby grant, bargain, sell and convey unto
ALPINE ENTERPRISES CO. A trust
the grantee the following described premises, in Ada County Idaho, to wit:

That portion of SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying west of Interstate I80 and E $\frac{1}{2}$ SE $\frac{1}{4}$ all in Section 33, T2N., R3E, B.M., records of Ada County, Idaho

ALPINE ENTERPRISES CO.
GRANTOR

RECEIVED

SEP 14 1990

ADA COUNTY
DEVELOPMENT SERVICES

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ALPINE ENTERPRISES CO heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee that he the owner in fee simple of said premises; that they are freed from all incumbrances
KENNETH LINDQUIST statutory trustee of INTERNATIONAL INSTITUTE INC.,
and that he will warrant and defend the same from all lawful claims whatsoever.

Dated:

Kenneth Lindquist

By Kenneth Lindquist statutory trustee of International Institute Inc.

STATE OF IDAHO, COUNTY OF CACHE
On this 14 day of MAY, 1990
before me, a notary public in and for said State, personally appeared Kenneth LINDQUIST
known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.
Kenneth Lindquist
Notary Public
Residing at Logan, Utah
Comm. Expires 1992

STATE OF IDAHO, COUNTY OF Ada
I hereby certify that this instrument was filed for record at the request of *Frederic Montague*
at 13 minutes past 3 o'clock PM
this 13th day of July
1990 in my office, and duly recorded in Book of Books at page
JOHN BASTIDA
County Recorder
John Bastida
By
Fee \$ 3.00
Mail to Gregory Skoglund
2176 North Main
Logan, Utah 84321

INSTRUMENT NO.

8408617

TAX DEED

(FOR NON-PAYMENT OF 1980 DELINQUENT TAX)

WHEREAS, on February 16, 1984, a delinquency hearing for the issuance of a Tax Deed was duly and regularly held pursuant to IDAHO CODE 63-1126D, as appears in the Records of the Ada County Recorder at 650 Main - Boise, Idaho and is recorded in Boise, Idaho; and

WHEREAS, as a result of said hearing the Board of County Commissioners in and for Ada County, Idaho, did direct that the Ada County Treasurer shall issue this Tax Deed in favor of Ada County, Idaho, for the hereindescribed property; and

WHEREAS, the name and address of the former record owner or owners of said described property is: 51633141500 INTERNATIONAL INSTITUTE INC BOX 1513 SALT LAKE CITY, UTAH 84110

NOW, THEREFORE, in consideration of the aforesaid and by reason of IDAHO CODE 63-1126D, Marjorie Jonasson, the duly elected and qualified Treasurer in and for Ada County, Idaho, does hereby grant, convey, transfer, release and remise unto Ada County, Idaho, whose current address is 650 Main, Boise, Idaho all right, title and interest to the following described property: 51633141500 TAXES EAST HALF SOUTHEAST QUARTER AND SOUTHEAST QUARTER NORTHEAST QUARTER WEST OF HIGHWAY SECTION 33 2 NORTH 3 EAST.

Sup
County
All Records

DATED: February 17, 1984

Marjorie Jonasson by
John Bastida, Chief Deputy

STATE OF IDAHO
County of Ada

STATE OF IDAHO
County of Ada

On this 23rd day of February, 1984, before me, the duly elected and qualified Recorder in and for Ada County, Idaho, personally appeared Dale G. Weston, Chief Deputy, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

I hereby certify that this instrument was filed for record at the request of Ada County, Idaho, on this 23rd day of February 1984, at 12:00 PM, in my office and duly recorded in deed records.

John Bastida
Ex-Officio Recorder

John Bastida
Ex-Officio Recorder
Deputy

Taxes
333-4433

JUN 14 1995

Logan Utah - Tax Address Changed to Alpine Enterprises / Aug 2 1990
Greny Schablin

INTERSTATE

27 ACRES

R

29

1320 FT

48

28

19

16

27

Cone w/ brass
concrete



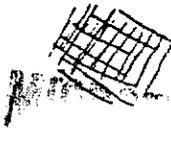
1320

BLACKS
CREEK
INTERCHANGE

INTERSTATE 80

2640

APPROXIMATE
SITE OF 3 ACRE
PIT
WITH
BATCH PLANT



JUN 14 1995

BLACKS CREEK

2 TN R3E

7'15"

33

34

2640

4

3

1/2 MILE

10 acres / 50



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

ESCROW NO. 106737

DATE: 12/19/91

SELLER: Alma P. Bagley Richard Eby, Personal Representative
BUYER: Paul Glorfield

PIONEER TITLE COMPANY OF ADA COUNTY:

I hand you as escrow holder herewith all documents required by Lender to effect funding of the new loan, and sufficient funds to close in form of a cashier's check, which you are authorized to use in connection with your above numbered Escrow in the manner as set forth in the closing statement attached to these instructions as Attachment "A", and when:

(1) Escrow holder can guarantee issuance for my benefit Owners/ALTA Title Insurance Policy in usual form, containing the printed exceptions usual in such policies (with liability thereunder not to exceed \$50,000.00/\$0.00) on the following described real property situated in the County of Ada and State of Idaho:

(2) Showing record title vested in PAUL GLORFIELD, a single man, free and clear of encumbrances, except building and use restrictions, easements, zoning and building laws and ordinances, if any, as the same may now appear of record, printed conditions and exceptions contained in form of title insurance policy herein provided for, and Mortgage-Deed of Trust, in favor of Alma P. Bagley to secure the payment of \$0.00 and exceptions numbered 2 in your commitment No. 106737, dated 06/05/91, which the undersigned has read and approved.

I AUTHORIZE YOU AS THE ESCROW HOLDER TO DEDUCT OR PAY, THOSE AMOUNTS AS ITEMIZED ON THE CLOSING STATEMENT ATTACHED TO THESE INSTRUCTIONS MARKED AS EXHIBIT "A". ANY AMOUNTS CHARGED ON A PER DIEM BASES ARE PAID CURRENT TO THE DATE OF CREDITORS RECEIPT INCLUDING ANY AND ALL MAILING, CANCELLATION OR RELEASE FEES.

(3) UTILITIES AND FIRE INSURANCE:

It is understood that water and utility charges, except those as specifically set forth on the closing statement herein, will be adjusted between the seller and buyer outside this escrow. In any acts in this escrow relating to fire insurance, including adjustment, if any, you as escrow holder shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid. All matters regarding cancellation and transferring of fire insurance will be handled outside escrow.

(4) DEPOSIT OF FUNDS:

Any non-certified funds issued to you as the escrow holder may be converted to certified funds at your option. If for any reason whatsoever the checks, drafts or other items deposited by you as escrow holder in order to close this transaction are returned or otherwise fail to result in the immediate unconditional deposit or credit of cash funds to your closing or other trust account, I agree to pay and reimburse escrow holder upon demand any sums paid or otherwise disbursed by escrow holder in reliance upon such checks, drafts or other items.

(5) GENERAL INSTRUCTIONS:

You as escrow holder will file for record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of filing such instruments, to vest the title as above stated, and shall not be held responsible for any liens that may attach after such filing or recording.

RECORDED
JUN 14 1995



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

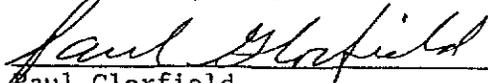
821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

ACKNOWLEDGMENT AND APPROVAL OF PLAT AND RESTRICTIVE COVENANTS

Re: Escrow No. 106737

With reference to the real estate transaction closing under the above identified escrow number, the undersigned acknowledges receipt from Pioneer Title Company of Ada County of a copy of the plat of the property which is the subject of the said escrow as well as a copy of the restrictive covenants which affect the property, if any are applicable. The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

December 19, 1991



Paul Glorfield

Received:
PIONEER TITLE COMPANY OF ADA COUNTY

By _____
LYNN BASURA, Escrow Officer

RECORDED
JUN 14 1995



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

(This form to be used ONLY by members of the National Association of REALTORS)



This contract stipulates the terms of sale of the property. Read carefully before signing (including information on reverse side). This is a legally binding contract. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

Boise, Idaho December 19 91

PAUL GLORFIELD, a single man, (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Black's Creek land City of Ada County of Ada Idaho legally described as: see Attachment A

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

EARNEST MONEY. (a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of Ten Thousand and XX/100 dollars (\$ 10,000.00) evidenced by: X Cash Personal Check Cashiers Check Note Due or

(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by Listing Broker Selling Broker X Other E Don Cottle for the benefit of the parties hereto, and (Broker) shall hold the completely executed broker's copy of this agreement and is responsible for the closing.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event the financing contemplated herein by Buyer is not obtainable.

(d) The parties agree that Pioneer Title Company shall provide said title policy and preliminary report of commitment and the "closing agent" for this transaction shall be Pioneer Title Company. If a long-term escrow/collection is involved, then the escrow holder shall be Pioneer Title Company of Ada County.

1. TOTAL PURCHASE PRICE IS FIFTY THOUSAND AND XX/100 DOLLARS (\$ 50,000.00) payable as follows:

- a. \$ 10,000.00 Cash down, including above Earnest Money (Closing costs are additional).
b. \$ 40,000.00 Balance of the purchase price (M.I.P. not included).

2. FINANCING. This agreement is contingent upon Buyer qualifying for:

PFHA PVA PConventional PIHA. Purchase loan balance as noted above for a period of four years at 9 % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than -- points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed --%.

Buyer to ASSUME and will not be required to qualify for an EXISTING LOAN(S) of approximately \$ at no more than % with monthly payments of approximately \$ P O I T O. This agreement is not contingent upon Lender releasing Seller's liability.

Type of loan Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

OTHER FINANCING, TERMS & CONDITIONS: Sellers shall carry balance pursuant to a mortgage and promissory note at 9% per annum with annual principal payments to \$10,000.00, plus accrued interest.

3. THIS AGREEMENT is not CONTINGENT upon sale and closing of on or before listed with (If a contingency is noted please read applicable conditions in Paragraph # 15 on reverse side. NOTE: Any waiver by the Buyer under this section will be a waiver of ALL contingencies, including financing.)

4. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (if FHA/VA financing is sought see Item # 14 on reverse side): N/A

5. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Property is unimproved.

6. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

Yes No. Purchaser's Extended Coverage Title Policy requested. Additional premium paid by See Item # 17 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Table with 11 columns: Costs Paid By, Appraisal, Loan Assumpt., Well Inspect., Pump/Inspect Septic, City/County Code Inspect. If required, Contract and/or Document Prep., Closing Agent's Fee, Long Term Escrow Fees, Lender or Code Repairs. Rows include BUYER, N/A, SELLER, SHARE EQUALLY.

Cost of lender or code repairs not to exceed \$ N/A. Discount points to be paid as agreed on line 29 and 30. SELLER UNDERSTANDS that as a result of any city or county inspections HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED UNDER THIS AGREEMENT.

7. POSSESSION. Buyer shall be entitled to possession on X closing other "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

8. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale. The closing date shall be no later than

9. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of if Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand. Seller's counter offer (if any) is made subject to the acceptance of Buyer on or before 12:00 o'clock midnight of TIME IS OF THE ESSENCE OF THIS AGREEMENT.

10. IMPORTANT - AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented and the agent working with the seller represented Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

Listing Agency: Selling Agency:

By: Paul Glorfield Phone: By: Buyer's Address: 15118 Katchum Rd, Caldwell, ID

Buyer: Buyer's Phone: Residence 454-1069 Business 83605

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller and the undersigned further agrees to pay a total brokerage fee of to the above named Broker(s) for services. Brokerage fee will be paid in cash unless otherwise agreed in writing.

I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: Date: Seller's Address: JUN 4 1995

Seller: Richard E. C. Date: 12-19-91 Seller's Phone: Residence Business

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this day of 19

Buyer: Buyer:

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

Buyer's Initial Seller's Initial

GUARANTY OF PROMISSORY NOTE

PAUL GLORFIELD, a single man, hereinafter referred to as "BUYER," has purchased certain real property from ALMA P. BAGLEY, a widow, and THE ESTATE OF ROSE B. EBY, DECEASED, hereinafter referred to as "SELLERS," and pursuant to such purchase, Buyer has executed a promissory note secured by mortgage in the original principal amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), a copy of which is attached hereto as Exhibit "A." This promissory note is secured by a mortgage on the following described real property located in Ada County, Idaho:

Lot 1, 2, and 3, and the Southeast Quarter of the Northwest Quarter of Section 4, Township 1 North, Range 3 East of the Boise Meridian,

EXCEPT that portion deeded to the State of Idaho by Deed recorded in Book 185 of Deeds at page 453, and

ALSO EXCEPT that portion deeded to the State of Idaho by Deed recorded under Recorder's Fee No. 513756, records of Ada County, Idaho.

The Sellers have required as a condition of the sale of the real property that the undersigned unconditionally guarantee the payment of the note. The undersigned, in order to induce Sellers to sell the foregoing real property to Buyer, believe it to be in their best interest to guarantee the payment of the promissory note as required by Sellers. It is therefore agreed as follows:

1. In consideration of the sale of the real property and Sellers' willingness to take a promissory note from Buyer, the undersigned, jointly and severally, hereby guarantee, absolutely and unconditionally, prompt payment of the described promissory note and agree to pay all costs of collection, legal expenses and attorneys' fees incurred or paid by the holder of the note in the collection or enforcement of the note and the enforcement of this Guaranty. No renewal or extension of said note, no subordination, release or surrender of any security for the note, no release of any person primarily or secondarily liable on the note (including any maker, endorser or guarantor), no delay in the enforcement of payment of the note or this Guaranty, and no delay or omission in exercising any right or power under the note or this Guaranty shall affect the liability of any of the undersigned hereunder, and this Guaranty shall continue irrespective of the value of any collateral, real or personal, and irrespective of any other circumstances until all sums evidenced by the note are promptly paid in full in accordance with the provisions thereof at maturity by acceleration or otherwise and this Guaranty shall remain in full force and effect whether the mortgage or any related security securing the loan is foreclosed on or not and if there be a deficiency after foreclosure the under-

JUN 14 1995

\$40,000.00

Boise, Idaho, December 18, 1991

I/We promise to pay to the order of ALMA P. BAGLEY, a widow, and the Estate of Rose B. Eby, Deceased, at Boise, Idaho. FORTY THOUSAND And XX/100 ----- DOLLARS,

payable in lawful money of the United States of America, with interest thereon in like money, from and after December 18, 1991 until paid, at the rate of nine (9%) per cent per annum.

Principal and Interest to be paid as follows:

The sum of \$40,000.00 shall be paid by making annual principal payments of \$10,000.00, plus the payment of all accrued interest at the rate of nine (9%) percent per annum, said payments to commence December 1, 1992 and shall continue thereafter until December 1, 1995, at which time all remaining principal and accrued interest shall be paid in full.

Me

I/We agree that in case of default in the payment of any said installments or any amount due hereunder, such unpaid amount shall bear interest from the date of such maturity until paid at the interest rate set forth herein, and that if any one of said installments or interest due hereon is not paid within ten (10) days after the same becomes due and payable, the whole of the principal sum then remaining unpaid, together with the interest that shall have accrued thereon, shall forthwith become due and payable at the election of the holder of this note, without notice. If action is commenced to enforce payment of this note, I/We agree to pay such sums as the court may affix as attorney's fees. The maker and endorser hereon jointly and severally waive presentment for payment, demand, protest and notice of protest of non-payment of this note.

No.

Due

Paul Glorfield
Paul Glorfield

JUN 14 1995

PIONEER TITLE COMPANY
OF ADA COUNTY

FREDERICK R. BAGLEY

6922 McMULLEN ROAD

BOISE, IDAHO 83709

TELEPHONE (208) 375-7944

June 5, 1991

Mr. Bob Prigge, et. al.
Box
Boise, Idaho

Dear Mr. Prigge:

Enclosed is a marked-up photocopy of the Contract of Sale for the Black's Creek land that was terminated before the purchaser completed the payments. It can serve as a guideline for a sale of the property to you and your associates and is submitted for your review.

I am recommending a purchase price of \$82,800 based on the following assumptions and computations.

150 Acres of dry desert land without public roads, fences, power or water is worth about \$450 per acre, or \$67,500.

2 Miles of fencing is worth about \$10,000.

One mile of paved public road, exclusive of right-of-way acquisition and grading costs, is worth about \$126,720 based on paving costs at \$5 per sq. yd. and base gravel costs at \$3 per sq. yd. That would be the cost of a new road and would be prohibitive if all of the cost was charged against the subject land. However, if, 20% of the cost is allocated to the subject land as street frontage for 5 homesites, the road should be worth about \$25,300 to the subject land or \$5,000 per home site.

If recognition is given to the cost of drilling for water at \$20,000, the above costs would be reduced accordingly.

Based on the foregoing, the value of the property is:

Land.....	\$67,500
Fencing.....	10,000
Paved Road.....	25,300
Water.....	<u>-20,000</u>
TOTAL.....	\$82,800

In addition to the foregoing, I will need evidence that the buyers are credit worthy in my opinion before I can recommend the deal to the sellers.

I will appreciate hearing from you after you have been able to review the above analysis. My McCall number is 1 634 5293.

Sincerely,



JUN 14 1991

REDFORM, BL 806/01806

RECEIPT DATE 9-6 1991 No. 0590

RECEIVED FROM PRIGGE

ADDRESS _____ DOLLARS \$ 9,000⁰⁰

FOR Bayley - PRIGGE - Escrow

Davisson & Coppel TRUST account

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<input checked="" type="checkbox"/>
BALANCE DUE		MONEY ORDER	

E. Don Coppel
Carl Hest Maestas

J. O. PRIGGE
3681 BUCKBOARD 323-9053
BOISE, ID 83704

2444
92-1/1241

9-6 1991

Pay to the Order of Davisson & Coppel Trust account \$ 9000⁰⁰
Nine-thousand and 00/100 Dollars

WESTONE BANK West One Bank, Idaho, N.A.
Fairview At Five Mile 64
Post Office Box 7068
Boise, Idaho 83707

To Escrow for purchase
For P.O. on Fred Bayley property
John Prigge

⑆ 24 1000 19 ⑆ 10064 28698 ⑆ 4440

150 acres

2

REFM-02	NEW MASTER UPDATE	5/20/91 16:27:46
Parcel Name	S1904110000 BAGLEY ALMA P ET AL	Code Area 52 Type Qty Value
		180 148.94 22300

Buyer 1777 S. Curtis Rd 376-0121
 C/O
 Address 6922 MCMULLEN

Bank Code
 Lien Code
 Trust
 L.I.D.
 Bankrupt
 Sub.Code

BOISE ID
 83709 - 1956

Last Change : 88/02/17 By : ASR CHILD

Total 22300

Legal LOTS 1 TO 3 INC SE4NW4
 SEC 4 1N 3E

*PURCHASED
 B&J Development Co.*

01N03E040000 1N 3E 04

Circuit Breaker
 Hardship

Property Address 00000

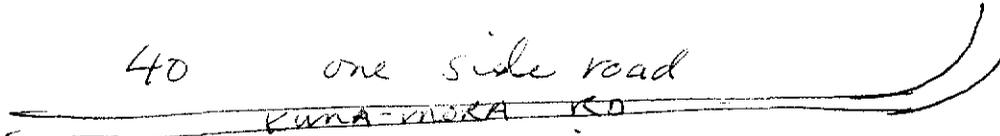
Zoning ~~AG~~ RP ACTIVE D.D.
 Type 1 REAL Roll 1 PRIMARY Occ. 0

CF3-Exit CF2-SELECT CF5-Corrected Notice CF6-Letters Data from Master

*Frederic Bagley
 Mother & cousin-owners*

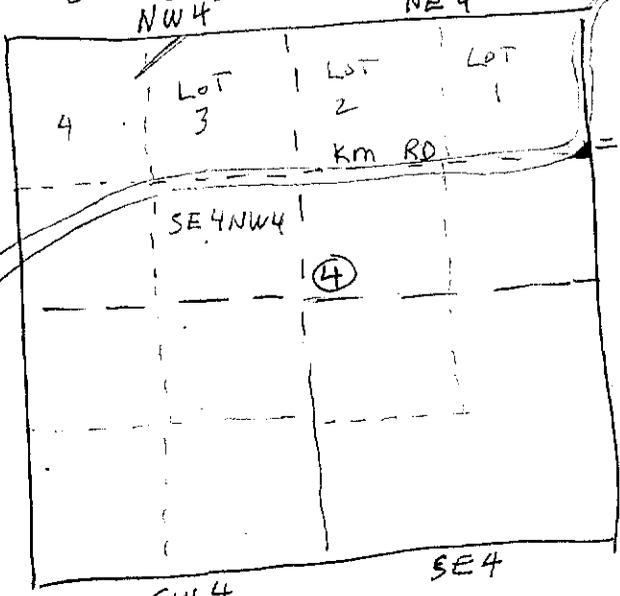
*375-7944
 1-634-5293*

40 one side road



3-405 NW4 other side road NE4

AG use only



Zoned RP

*579 Holly St
 Richland WA*

*99352
 JUN 14 1995*

*sw 4
 150 ac*



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



RE21 REV 7/87

This contract stipulates the terms of sale of the property. Read carefully before signing: (including information on reverse side). This is a legally binding contract. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

Robert R. Prigge and Joan Prigge, husband and wife, and Paul Glorfield (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Black's Creek land City of Ada County of Ada Idaho legally described as: see Attachment A

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

EARNEST MONEY

- (a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of One Thousand and XX/100 dollars (\$ 1,000.00) evidenced by: X Cash, Personal Check, Cashiers Check, Note Due, or
(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by Listing Broker, Selling Broker, Other
(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event the financing contemplated herein by Buyer is not obtainable.
(d) The parties agree that Pioneer Title Company shall provide said title policy and preliminary report of commitment.
(e) It is hereby agreed that the "closing agent" for this transaction shall be Pioneer Title Company. If a long term escrow/collection is involved, then the escrow holder shall be Pioneer Title Company

1. TOTAL PURCHASE PRICE IS FIFTY THOUSAND and XX/100 DOLLARS (\$ 50,000.00) payable as follows:

- a. \$ 10,000.00 Cash down, including above Earnest Money (Closing costs are additional).
b. \$ 40,000.00 Balance of the purchase price (M.I.P. not included). to be paid pursuant

2. FINANCING. This agreement is contingent upon Buyer qualifying for: to a contract of sale. FHA, VA, Conventional, FHA. Purchase loan balance as noted above for a period of 4 years at 9% per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than -- points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed -- %.

Assumption of existing loan of approximately \$ at no more than % with monthly payments of \$ P I T I Type of loan Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

OTHER FINANCING, TERMS & CONDITIONS: This agreement is contingent upon Sellers obtaining a judgment quieting title in them declaring Sellers to be the owners in fee simple, free and clear of all liens. Sellers will carry balance on a contract of sale 9% per annum with annual principal payments of \$10,000, plus accrued interest.

3. THIS AGREEMENT is, is not CONTINGENT upon sale and closing of on or before listed with (If a contingency is noted please read applicable conditions on the reverse hereof.)

4. PERSONAL PROPERTY SPECIFICALLY INCLUDED IN THIS SALE: None

5. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Property is unimproved.

6. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption. Yes No Extended Coverage Title Policy requested. Additional premium paid by See item #17 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Table with columns: Costs Paid By, Appraisal, Loan Assumpt., Well Inspect., Pump/Inspect Septic, City Code Inspect., Contract and/or Document Prep., Closing Agent's Fee, Long Term Escrow Fees, Repairs. Rows: BUYER, N/A, SELLER, SHARE EQUALLY.

Cost of repairs not to exceed \$ Discount points to be paid as agreed on line 29 and 30. SELLER UNDERSTANDS that as a result of any city or county inspections HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED UNDER THIS AGREEMENT.

7. POSSESSION. Buyer shall be entitled to possession on X closing other "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

8. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale. The closing date shall be no later than 30 days after seller obtains clear title to the property.

9. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand. Seller's counter offer (if any) is made subject to the acceptance of Buyer on or before 12:00 o'clock midnight of TIME IS OF THE ESSENCE OF THIS AGREEMENT.

10. IMPORTANT: It is understood that the REALTORS are agents of and represent only the Seller unless otherwise stipulated and as such will not be compensated by the Buyer.

Listing Agency: Selling Agency: By: Phone: Buyer's Address: Buyer's Phone: Residence Business

Buyer: Seller: On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller and the undersigned further agrees to pay a commission of to the above named Broker(s) for services. Commission will be paid in cash unless otherwise agreed in writing. I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: Seller's Address: Seller's Phone: Residence Business

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this day of 19

Buyer: Buyer: THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

Buyer's initial Seller's initial

JUN 14 1995

11. **DEFAULT AND ATTORNEY'S FEES.** If Buyer executes this agreement, and title to said premises is marketable and insurable and the Buyer neglects or refuses to comply with the terms and any conditions of sale within five (5) days from the date which said term or condition is to be complied with, then the Earnest Money shall be forfeited and considered as liquidated damages to Seller and Buyer's interest in the premises shall be immediately terminated. The broker shall pay from said Earnest Money the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred in connection with this transaction and the remainder shall be apportioned one-half to the Seller and one-half to the broker, provided the amount to broker does not exceed the agreed commission. Such forfeiture and acceptance by Seller and broker of the Earnest Money as liquidated damages does not constitute a waiver of other remedies available to Seller and broker.

In the event of default by either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

In the event of a dispute between the parties as to the Earnest Money deposited hereunder by Buyer the Broker holding the Earnest Money deposit may file an interpleader action in a court of competent jurisdiction to resolve any such dispute between the parties. The Buyer and the Seller authorize the Broker holding the Earnest Money deposit to utilize as much of the Earnest Money deposit as may be necessary to advance the costs and fees required for the filing of any such action.

12. **INCLUDED ITEMS.** All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

13. **FINANCING REQUIREMENTS.** If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefor within three (3) banking days after Seller's acceptance of this agreement. If VA or FHA financing is contemplated, additional provisions pertaining thereto may be attached thereto and are thereby incorporated herein by reference.

14. **FHA/VA.** If this agreement is contingent upon Buyer obtaining FHA or VA financing, Buyer and Seller agree that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the property described herein unless Buyer has received a written statement issued by the FHA or VA as applicable setting forth an appraised value of the property (excluding closing costs) equal to or greater than the purchase price herein. The Buyer may, nevertheless, at his sole discretion proceed under the terms of this agreement provided he shall agree to pay in cash the difference between the asking price stated herein and the appraised value. Buyer shall in either circumstance be obligated to pay normal closing costs attributable to Buyer including but not limited to credit report fees and other loan charges. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

Seller understands that in order for a Buyer to finance through FHA, VA or a conventional lender, those agencies may require that the property comply with the housing code and other governmental requirements of the city or county in which it is located, and may require other inspections. Seller authorizes the selling agent herein to request a City Code Compliance inspection. Seller agrees to pay, in advance, upon request of agent, costs of any of the above inspections.

15. **CONTINGENCY CLAUSE.** If Buyer's offer is contingent upon certain specified conditions occurring as specified in Item #3 of this agreement, Seller shall have the right to continue to offer the herein property for sale and to accept offers until such time as said contingencies have been satisfied or waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer three banking days written notice of such offer. In the event Buyer does not waive or satisfy the contingencies in writing within the three day period, then this Agreement shall be terminated and all deposits returned to Buyer less customary Buyer's costs. In the event Buyer does waive or satisfy the contingencies then Buyer shall proceed to purchase the property under the remaining terms and conditions of this Agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given and the three days shall commence on the earlier of either personal delivery of notice to the Buyer or his agent or two days following the date of mailing evidenced by the post mark on the envelope containing such notice. Notice shall expire at midnight on the third banking day after notice. All notices shall be sent to the addresses shown on the front page of this agreement.

16. **TITLE INSURANCE.** The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) days from receipt of the commitment or until 24 hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not so object, the Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, the earnest money shall be returned to the Buyer, and Seller shall pay for the cost of title insurance, escrow and legal fees, if any.

17. **EXTENDED COVERAGE TITLE POLICY.** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against property for payment of some debt or obligation), boundary disputes, claims of easement, and other matters or claims if they are not of public record at time of closing. However under Idaho law, such potential claims against the property may have become legal obligation before the purchase of the home and yet may not be of public record until after the purchase. For example, Idaho law allows workmen who have built a new home or repaired or remodeled an existing one to file liens against that property for a period of time after they last worked on the home. The debt in such cases will become a lien or claim against the property itself and, if not paid by the Seller, must be paid by the Buyer to protect the equity in the home. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for extended coverage title policy, there may be other costs involved (i.e., survey, additional closing fees). Such a policy may protect the Buyer against problems such as the above. Of course, even an "extended coverage" policy contains exclusions and will not insure against all potential problems or risks involved in buying property. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself can tell exactly what type of coverage is offered, so contact a title insurance company for particulars.

18. **TITLE CONVEYANCE.** Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by Buyer or to which title is taken subject to, exists unless otherwise specified herein on the front page of this agreement under OTHER FINANCING, TERMS & CONDITIONS.

19. **RISK OF LOSS.** Prior to closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this agreement shall be voidable at the option of the Buyer.

20. **INSPECTION.** The Buyer hereby acknowledges further that he has not received or relied upon any statements or representation by the broker or his representatives or by the Seller which are not herein expressed. The Buyer has entered into this agreement relying solely upon information and knowledge obtained from his own investigation or personal inspection of the premises. This agreement constitutes the whole agreement between the parties and no warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.

Each of the parties acknowledges reading this agreement in full.

Buyer's initial

Seller's initial

STATE OF IDAHO)
County of _____) ss
On this _____ day of _____, 19_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that _____ he _____ executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.
Notary Public for Idaho _____ Residing at _____

JUN 14 1995



World Class Classics, Inc.

June 11 1991
10332 Fairview Ave., Suite 201, Boise, Idaho 83704
(208) 323-9053 • FAX: (208) 377-2927

Frederick Bagley
6922 McMullen Road
Boise, Idaho 83709

Dear Mr. Bagley,

Enclosed is our proposed intent to purchase for the Black's Creek land. We would like to purchase said 150 acres per the following:

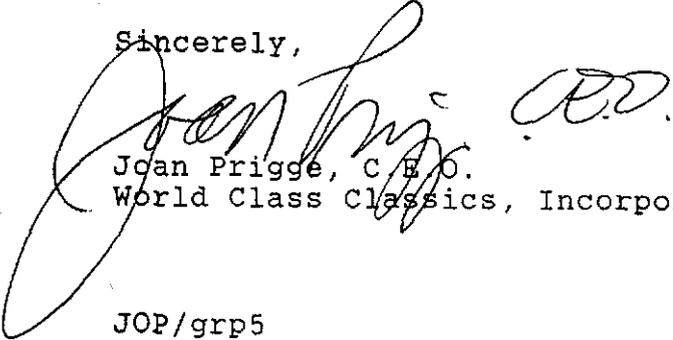
1. Purchase price \$50,000.00
2. Down payment \$10,000.00
3. Interest rate 9% per Annum.
4. With a down payment of \$10,000.00 will be paid on June 30 1991, or at a time agreed upon by all parties, and the balance of the purchase price shall be paid in installments at \$10,000.00 plus interest at a rate of 9%. Payments shall commence on the date of closing each year thereafter until paid in full.

We would request the following:

1. No prepayment penalty.
2. Clear and unencumbered title.
3. Recorded contract as agreed through attorney's suggestion.
- ④ Seller to subordinate to second position in order for us to begin building.

Please respond as soon as possible in regards to these items. We look forward to hearing from you soon.

Sincerely,


Joan Prigge, C.E.O.
World Class Classics, Incorporated

JOP/grp5

JUN 14 1995

WARRANTY DEED

FOR VALUE RECEIVED, The Grantor, Paul Glorfield, a single man, does hereby grant, bargain, sell, and convey unto Robert Prigge and Joan Prigge, husband and wife, of Boise, Idaho, the Grantees, the following described lands and premises, located in the County of Ada, Idaho, to-wit:

Lot 1, 2, and 3, and the SE 1/4 of the NW 1/4 of Section 4, Township 1 North, Range 3 East of the Boise Meridian. Except that portion deeded to the State of Idaho by Deed recorded in Book 185 of Deeds at Page 453 and also except that portion deeded to the State of Idaho by Deed recorded under Recorder's Fee No. 513756, Records of Ada County, Idaho (12)

TO HAVE AND TO HOLD The said premises, with the appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises; that it is free from all encumbrances, and that he will warrant and defend the same from all lawful claims whatsoever.

DATED This 6th day of April, 1992.

GRANTOR:


Paul Glorfield

JUN 14 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

March 18, 1992

JOAN PRIGGE
P O BOX 45118
BOISE ID 83711

RE: Water Right Permit No. 63-11540

Dear Ms. Prigge:

We have received a request to investigate the validity of the above-represented water right permit with respect to possessory interest in the 450 acres for which irrigation is proposed.

We typically do not require an applicant to document possessory interest in the place of use for which a water right application is filed unless a concern is raised about possessory interest. Now that this concern has been raised with respect to your permit, the Department hereby requests that you provide documentation to demonstrate that you are either the owner, contract purchaser, renter or lessee of the 450 acres identified in the application. Please provide this information to this office no later than April 7, 1992.

Please feel free to contact this office if you have questions about this procedure.

Sincerely,

David R. Tuthill, Jr., P.E.
Manager, Western Regional Office

cf: Western Region File
State Office File

RECORDED

JUN 14 1995



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

August 9, 1991

JOAN PRIGGE
P.O. BOX 45118
BOISE, ID 83711

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 63-11540

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed. You will receive a "Proof Due Notice" from this Department approximately 60 days prior to the completion date requiring you to file either a Proof of Beneficial Use form stating that the project has been completed or file a Request for an Extension of Time in which to file the proof statement.

Be sure to note the special condition requiring you to install a measuring device. Enclosed, for your reference, is a list of measuring device options.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

You should be aware that you are located within a drainage basin where surface water diversions are regulated by a watermaster. It is possible that diversion of groundwater under your permit may cause a reduction of surface water flow. Siting your well as far as possible from surface water channels and casing your well

AUG 22 1991

so that groundwater tributary to surface water flows are not diverted will reduce the potential for the watermaster to regulate your water use.

Sincerely,

PAMELA SKAGGS
Technical Records Specialist

PS:blm

Enclosures

AUG 29 1988

AUG 29 1988

Form No. 202a.
10/90

- Database connections
- Form letter modified
5/31/91

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET

INITIAL REVIEW BY: W DATE: 5/31/91 APPLICATION: 63-11540

REQUIRED INFORMATION

- Name: (If applicant is a corporation or partnership, names and addresses for the director, officers, and other partners must be included.)
- Address:
- Source: (See USGS Quad for names of water sources)
- Point of Diversion: (10 acres for spring, lot & block descriptions for Subdivisions, local name)
- County:
- Quantity: (flow and/or volume)
- Period of use:
- Nature of proposed use: (Include description of use)
- Description of diverting works:
- Time required for beneficial use of water:
- Place of use or acres irrigated:
- Map:
- Signature: (If applicant is corp., partnership, or municipality, title of signatory is required)
- Fee:
- Yes ___ No* In form to receipt:

Gov't. Lots:
 P/D
 P/U

ADDITIONAL INFORMATION

- | YES | NO | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Overlapping place of use: (Describe source & relationship to present application on the back.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Overlapping point of diversion: |
| <input type="checkbox"/> | <input type="checkbox"/> | Field check required: Field check by: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Field report attached: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Critical groundwater area: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Groundwater management area: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Diversion within interim protected river area |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Send dam safety information: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Send power requirement letter: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Send fish farm requirement letter: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Power residency affidavit: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Power efficiency form: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within trust water boundary: (If yes, attach Trust Water Supplementary Analysis Sheet.) |
| <input type="checkbox"/> | <input type="checkbox"/> | Diversion greater than 5 cfs or 500 af or irrigation greater than 200 acres: (If yes, attach Large Diversion supplementary analysis sheet.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | *REQUEST ADDITIONAL INFORMATION FROM THE APPLICANT |

See letter

Reg. Div info
DATE REQUESTED: 5/31/91
Additional information on reverse side:

RECEIVED
JUL 26 1991

RECEIVED

June 12, 1991

JUN 13 1991

Department of Water Resources
Western Regional Office

Dear Sirs,

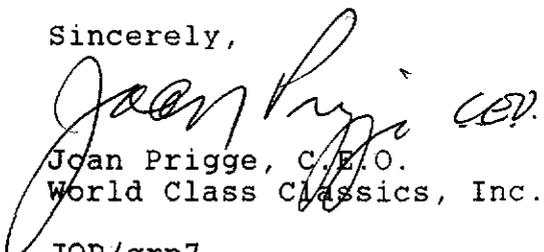
In regards to your letter for information about our request for the water rights on the properties we are in the process of purchasing, we have answered the questions you sent us.

Listed below are facts as complete as possible at this time:

1. Effect on existing water rights will be minimal to none because there is no use on properties at this time.
2. There is a well at a farm in the southeast part of the properties, also, there is water in a 6" well pipe in the west side of Kuna Mora Road with water in it.
3. We are making plans to proceed with part of what we want to do and will have a package ready for zoning within the next six months.
4. Financial resources are being worked on, as we are in negotiation of obtaining funding at this time.
5. "Local" public interest should not apply at this time, as there is no public within several miles of the area specified.

I hope you will come to the conclusion that we are serious about what we are going to, in a timely manner, do on these properties. Also, realize the projects are not drawn up in a formal plan as of yet.

Sincerely,


Joan Prigge, C.E.O.
World Class Classics, Inc.

JOP/grp7

AUG 22 1991

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

1571000m. E. 572 573 575

NANIPA 30 MI.
BOISE EXIT 7 MI.

4815
4814

4813

1N

230"

2N

4811

5

4811

4811

4811

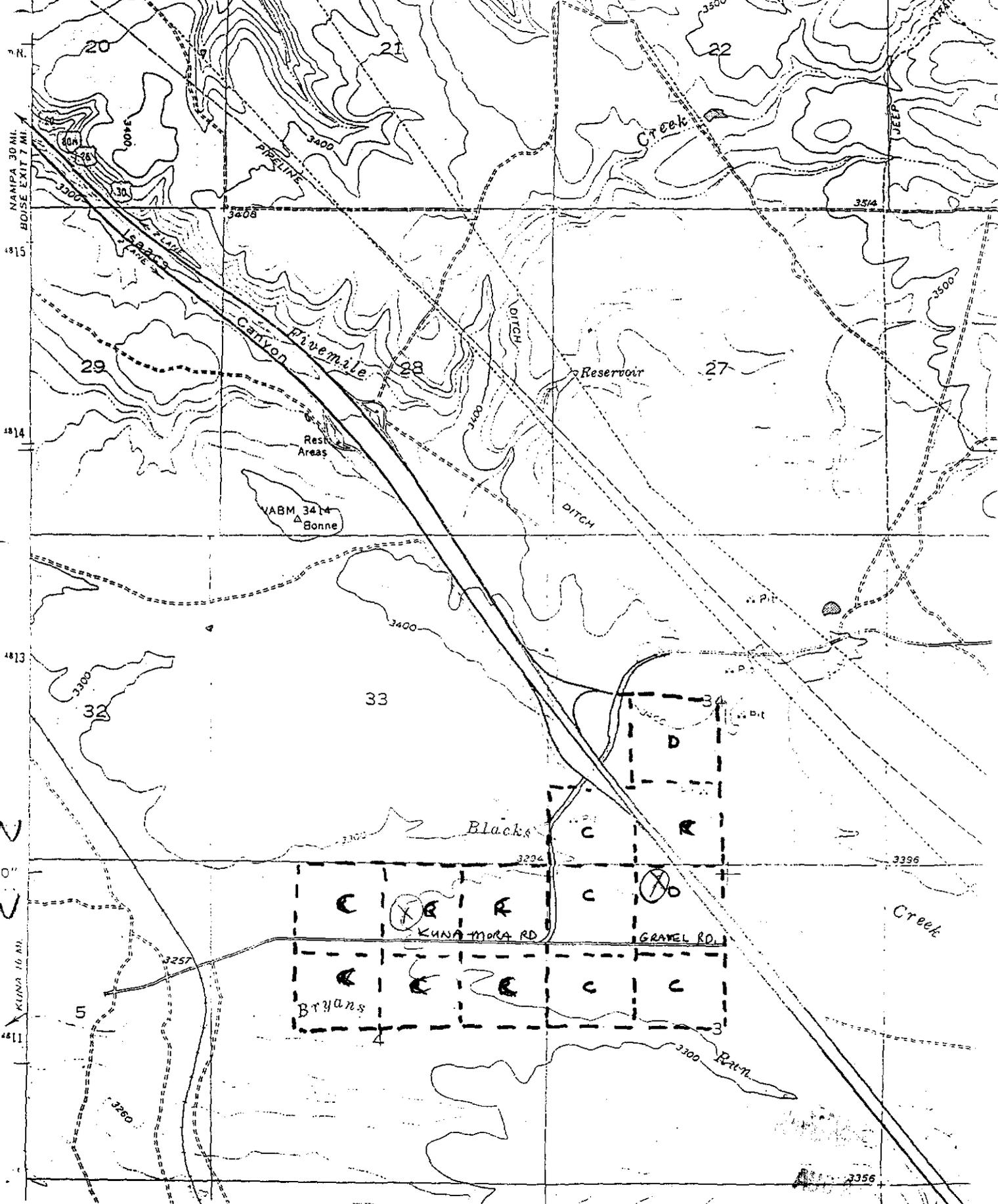
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3356



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705 - (208) 334-2190

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

May 31, 1991

Joan Prigge
P.O. Box 45118
Boise, ID 83711

RE: Application for Permit #63-11540
Large Diversion Information Requirement

Dear Joan:

Your recent application for permit for a new water right will be advertised and processed but cannot be approved until additional information is submitted.

Based on Idaho Code 42-203A(5)(a-e), additional information is needed for applications for permit involving irrigation of more than 200 acres and/or diversions exceeding 5.00 cfs or 500 acre-feet of storage. In your application, the irrigation of approximately 450 acres described in your application triggers the requirement in 42-203(5)(a-e). Please provide information relating to the proposed water right as outlined in the attached copy of Water Appropriation Rules 4,5,3,1 through 4,5,3,5,1. This covers the following items:

- a) effect on existing water rights,
- b) sufficiency of water supply,
- c) good faith, delay, or speculative purposes,
- d) financial resources,
- e) local public interest.

You may summarize any of the answers with a brief statement where appropriate.

Please let me know if I can do anything for you in this regard. A response within 30 days would be appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Lori White".

Lori A White
Sr. Water Resource Agent

Enclosure: Large Diversion Information Requirement

RECEIVED
AUG 22 1991

63-11540

PRIGGE, JOAN
P.O. BOX 45118
BOISE, ID 83711

Source: GROUNDWATER

Diversion Pt: LOT 3 (NENW) Sec 3 T 01N R 03E
LOT 2 (NWNE) Sec 4 T 01N R 03E
NESW Sec 34 T 02N R 03E

Use: COMMERCIAL (.060 CFS)
DOMESTIC (.040 CFS)
IRRIGATION (8.200 CFS)
Total Diversion: (8.260 CFS)

Date Filed: 5/28/ 1991

In:	T01N R03E S03	Lot 3 (NENW)	Lot 4 (NWNW)	SWNW	SENW
	S04	Lot 1 (NENE)	Lot 2 (NWNE)	SWNE	SENE
		Lot 3 (NENW)	SENW		
	T02N R03E S34	NESW	SWSW	SESW	

450.0 ACRES TOTAL

AUG 22 1991